Town of Elizabeth

Board of Trustees Historical Board Workshop

Tuesday, October 14, 2025, at 6:30 PM

Board of Trustees Regular Meeting

Tuesday, October 14, 2025 at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.
Zoom link to view meeting
Join via phone: 1 669 900 9128 **Meeting ID:** 889 3580 2218
Meeting Passcode: 602092

Call to Order

Roll Call

Pledge of Allegiance

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Agenda Changes

Consent Agenda

1. Minutes of the Regular Meeting of September 23, 2025

Proclamations

2. Law Enforcement Records Personnel Week Proclamation – Mayor Ternus

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Presentations

3. Swear in Commander Brett Cutler – Chief Engel and Harmony Malakowski

Public Hearing

4. 350 South Elbert Street Use by Special Review and Minor Development - Alexandra Cramer

New Business

5. Discussion and possible action on Resolution 25R25, a Resolution making findings of fact memorializing the Board of Trustees' decision to grant a Use by Special Review for the property located at 350 South Elbert Street – Alexandra Cramer

Public Hearing

6. Minor Development for 350 South Elbert Street – Alexandra Cramer

New Business

7. Discussion and possible action on Resolution 25R26, a Resolution approving a Minor Development Subdivision for Property located at 350 South Elbert Street - Alexandra Cramer

Public Hearing

8. Vacation of Dale Court and the Walnut Grove Final Plat – Alexandra Cramer

New Business

9. Discussion and possible action on Ordinance 25-11, an Ordinance Vacating Dale Court, a Town Roadway, as well as the Walnut Grove Final Plat as set forth in Section 16-3-60 of the Elizabeth Municipal Code – Alexandra Cramer

Public Hearing

10. Walnut Grove Site Plan – Alexandra Cramer

New Business

11. Discussion and possible action on Resolution 25R33, a Resolution approving the Final Plat for Walnut Grove located at East Maple and South Elbert Street – Alexandra Cramer

12. Discussion and possible action on Resolution 25R34, a Resolution approving the Site Development Plan for Walnut Grove located at East Maple Street and South Elbert Street – Alexandra Cramer

Management Monitoring Reports

13. Management Monitoring Reports

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Board of Trustees Report

14. Board Reports

Minutes

15. Minutes of the Planning Commission of August 5, 2025

Executive Session

16. An Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or Instruct negotiators, pursuant to C.R.S. 24-6-402(4)(e), regarding the potential annexation of 889 South Elizabeth Street; a potential annexation of 33874 County Road 21; and a potential annexation of a portion of Section 18-8S-64W into the Town of Elizabeth.

Adjournment

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Meeting Protocol and Standards of Conduct

Public Participation

Public comment is encouraged and will be listed as an agenda item at every regular Board meeting.

Each individual wishing to be heard during the public comment period will be given up to three (3) minutes to make a comment.

The public comment period will not be used to make political endorsements or for political campaign purposes.

Questions from the Board will be for clarification purposes only. Public comment will not be used as a time for problem solving or reacting to comments made but, rather, for listening to the comments of citizens without taking any formal action.

The Board may direct the Town Administrator to provide information requested by a speaker during the public comment period.

Speakers are not allowed to make belligerent, accusatory, impertinent, slanderous, threatening, abusive, or disparaging comments.

The Mayor may elect to defer public comment on a specific issue that appears on the regular agenda until that specific item is addressed.

The Mayor may call for order when sidebar conversations occur in the audience. Those conversations are distracting from the Board addressing the topics at hand.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further participation at that meeting or removed from the Board Chambers pursuant to the Elizabeth Municipal Code and Colorado Revised Statutes.

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Town of Elizabeth

Board of Trustees Regular Meeting - Record of Proceedings

Tuesday, September 23, 2025 at 7:00 PM
Town Hall, 151 S. Banner Street

Call to Order

The Regular Meeting of the Board of Trustees for the Town of Elizabeth was called to order on Tuesday, September 23, 2025, at 7:02 pm by Mayor Angela Ternus.

Roll Call

Pledge of Allegiance

Mayor Ternus led the Board in the Pledge of Allegiance.

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Megan Gardner- Town of Elizabeth Resident

Agenda Changes

No changes from Administration.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the Regular Meeting of September 9, 2025

Motion by Mayor Ternus, seconded by Trustee Schroder, to approve the Consent of the Regular Meeting of September 9, 2025, with one correction.
Voting Yes: Mayor Ternus, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (6-0)

Proclamations

2. October Domestic Violence Awareness Month Proclamation – Mayor Ternus

Mayor Ternus read the October Domestic Violence Awareness Proclamation.

3. October National Community Planning Month Proclamation – Mayor Ternus

Mayor Ternus read the October National Community Planning Month Proclamation.

4. Elizabeth 135th Birthday Proclamation – Mayor Ternus

Mayor Ternus read the Elizabeth 135th Birthday Recognition Proclamation.

Presentations

5. Recognize Bill Mock – Patrick Davidson

Administrator Patrick Davidson presented Bill Mock with a Certificate of Appreciation.

Management Monitoring Reports

6. Management Monitoring Reports

- Town Administrator Patrick Davidson:
  - Compensation Workshop October 20th at 6:00 pm.
  - Compensation discussion October 28th pm.
  - Discussion about a follow-up meeting with Todd Leopold.
  - Discussion on future growth.
- Police Chief Jeff Engel:
  - Saturday is the Back to the Badge event.
  - Chief Engel thanked Megan Gardner and the Means Agency for the Protectors Event.
- Planner/Project Manager Alexandra Cramer:
  - The Annual Historic Walk and Talk is this Saturday.
  - Trustee Einspahr thanked Ms. Cramer and her team for the 5K event.
  - Mayor Ternus stated that the Car Show was well done.
  - Discussion on the 5K cost.
- Public Works Director Mike DeVol:
  - Received the Sanitary Survey for the water system. Discussion followed.
  - Mayor Ternus asked about the Gold Creek Well Open House.
  - Discussion on water flowing over the Depot Parking Lot sidewalk.
  - Mayor Ternus asked about lightening strike issues at the Waste Water Plant.
  - Trustee Schroder thanked Mr. DeVol and Mr. McErnie for their oversight on the Main Street project.
- Town Clerk Michelle Oeser:
  - Ms. Ritter and Ms. Bruce will be attending the Annual Caselle Conference in the first part of October.
  - Thanked Mayor Ternus and Trustee Einspahr for attending the Town Movie Night.
  - Discussion on the Movie Night.
  - Trustee Einspahr thanked Ms. Oeser for organizing the Movie Night.

Board of Trustees Report

7. Board Reports

- Mayor Angela Ternus:
  - Discussion on the the Annual Senior Basket Program.

Adjournment

Motion by Trustee Gaither, seconded by Trustee Schroder, to adjourn the meeting at 7:49 pm.
Voting Yes: Mayor Ternus, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (6-0)

_____ _____

Town Clerk Michelle Oeser Mayor Angela Ternus

PROCLAMATION
Law Enforcement Records Personnel Week
November 10 – November 16, 2025

WHEREAS, dedicated law enforcement records personnel serve the citizens of Colorado to provide them with vital services; and

WHEREAS, law enforcement records personnel are crucial in assisting law enforcement agencies to identify, pursue, capture, and process suspects; and

WHEREAS, these professionals continually use their expertise and experience in maintaining criminal justice statistics and improving apprehension strategies; and

WHEREAS, law enforcement records personnel serving the Town of Elizabeth have exhibited professionalism, efficiency, and compassion during the performance of their essential duties in the past year; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff Law Enforcement Records are materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the state of Colorado has designated the 2nd week in November 2025 to recognize Law Enforcement Records Personnel;

NOW, THEREFORE, I, Angela Ternus, Mayor, of the Town of Elizabeth, do hereby proclaim November 10, 2025, through November 18, 2025, as Law Enforcement Records Personnel Week for the vital services they perform.

Given under my hand and Seal of the Town of Elizabeth, Colorado
On this 14th day of October 2025

_____

Angela Ternus
Mayor

OATH OF OFFICE

STATE OF COLORADO
ELBERT COUNTY
TOWN OF ELIZABETH

I, Brett Cutler, do solemnly, sincerely, and truly declare and affirm that I will support the Constitution of the United States of America and of the State of Colorado and the ordinances of the Town of Elizabeth, and will faithfully perform the duties of the office of:

Commander upon which I am about to enter.

_____
Brett Cutler

Subscribed and affirmed before me this 30th day of September 2025.

_____
Town Clerk Michelle Oeser

STAFF REPORT

Uses Permitted by Special Review – Article 9
And Minor Development Sec. 16-3-70

Applicant: Michael Patterson, MBP Enterprises Inc.
Location: 350 S Elbert St
Zone District: Commercial Mixed-use (CMU)
Resolutions: Use Permitted by Special Review: 25R25
Minor Development Subdivision: 25R26
Exhibits:
Exhibit A: Applicant Submittal
Exhibit B: Referral Agency Comment Letter(s)
Exhibit C: Public Notice

Executive Summary

Michael Patterson of MBP Enterprises Inc. requests approval of a Use Permitted by Special Review and a Minor Development Subdivision to redevelop 350 S. Elbert Street into four residential lots within the Commercial Mixed-Use (CMU) zoning district. The existing single-family dwelling will remain on one lot, while three new manufactured single-family homes are proposed on the remaining lots.

The Use Permitted by Special Review is required for single-family dwellings in the CMU district. Staff has determined that the application meets all eight approval criteria under Section 16-9-20(a) of the Elizabeth Municipal Code, including compatibility with the surrounding neighborhood, adequate infrastructure capacity, minimal traffic or environmental impacts, and no detriment to public health, safety, or welfare.

The subdivision qualifies as a Minor Development Subdivision under Section 16-3-70, as it creates fewer than five lots, each with a single principal use and access to public streets, with no new roads required. The subdivision complies with CMU district dimensional standards, stormwater management requirements, and supports the Town's Comprehensive Plan goals for diverse housing options.

At their August 5th meeting, the Planning Commission recommended approval by a vote of 4-0.

All outstanding items have now been resolved. The applicant has provided: (1) an updated plat copy with corrected drainage maintenance language ensuring consistency between General Note #3 and Drainage Note #2, and (2) a signed and notarized copy of the Subdivision Improvement Agreement incorporating all required revisions. The liens have been paid off and the releases have been recorded in the land record system, with title exceptions now cleared.

Given that all submittal requirements have been satisfied, staff recommends that the Board of Trustees approve both the Use Permitted by Special Review and the Minor Development Subdivision applications.

Project Report

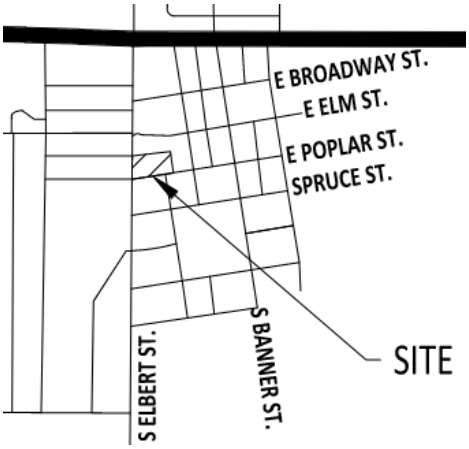
Applicant Request:
Michael Patterson (MBP Enterprises Inc.) requests that the Board of Trustees approve a **Use Permitted by Special Review** (pursuant to Article 9 of the Land Use Code) and a **Minor Development Subdivision** (pursuant to Section 16-3-70), to create 3 additional lots and allow residential redevelopment of the property at 350 S. Elbert Street, located at the northeast corner of South Elbert Street and East Poplar Street.

Under **Article 1, Table 16-5**, a **single-family dwelling** may be permitted in the underlying zoning district through a **Use Permitted by Special Review**. According to **Section 16-9-40**, such uses require public hearings before both the Planning Commission and the Board of Trustees, with final approval authority resting with the Board of Trustees.

Section 16-9-30 typically limits approvals for Use Permitted by Special Review in duration, unless otherwise specified. However, as amended by **Zoning Ordinance 24-14**, this time limitation **does not apply** to approvals that include a residential component.

Staff processed both applications, including referral to all applicable agencies, in accordance with the Town's municipal code. Per **Sec. 16-9-40 (e)** and **Sec. 16-3-70 (9)**, the Planning Commission considered both applications and made recommendations to the Board of Trustees.

General Project Location

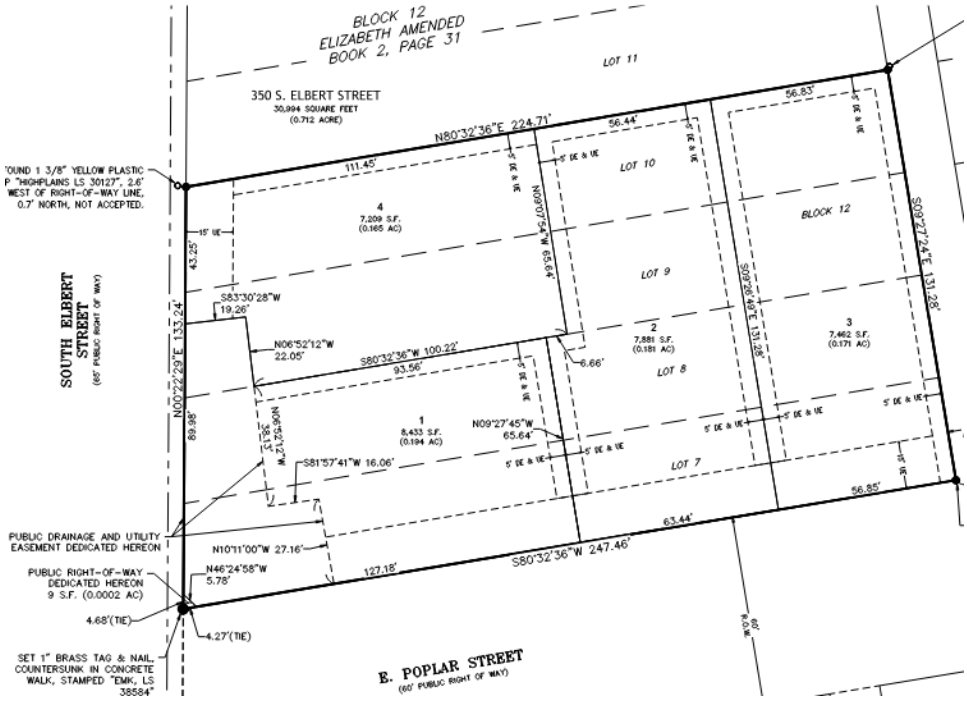


Background/Proposal:
Michael Patterson of MBP Enterprises Inc. proposes to subdivide the 0.71-acre property at 350 S. Elbert Street in Elizabeth. The parcel, legally described as Lots 7 through 10, Block 12 of the Elizabeth Amended Plat,

currently contains one single-family dwelling and several accessory structures, with the southern and eastern portions largely vacant.

The proposal subdivides the property into four residential lots measuring approximately 0.19, 0.18, 0.17, and 0.17 acres (see **Figure 1 & Exhibit A**). The existing single-family dwelling will remain on Lot 4 (the northernmost lot), while Lots 1 through 3 will be developed with manufactured single-family homes, each including attached or detached garages to meet the Town's off-street parking requirements.

Figure 1 – Minor Development Subdivision



To address increased residential density and stormwater needs, a detention pond is proposed on the southeast corner of the block. The pond will be fenced for safety along boundaries adjacent to neighboring properties, with maintenance responsibility assigned to the property owners.

The surrounding neighborhood contains a mix of single-family, two-family, and multi-family residences. Block 12 currently has three single-family dwellings and one two-family dwelling. Community amenities including Bandt Park, Memorial Park, and Main Street are within walking distance. The property has frontage and access to on-street parking along S. Elbert Street and E. Poplar Street, supplemented by off-street parking on the proposed lots.

The site's Commercial Mixed-Use (CMU) zoning allows residential and commercial development with pedestrian-oriented design and access to arterial or collector streets. The proposed project aligns with CMU district intent by introducing moderate-density residential infill while maintaining compatibility with existing neighborhood character.

Approval Criteria:
In accordance with Sec. 16-9-20 (a) the Board of Trustees may approve a Use Permitted by Special Review subject to reasonable conditions which include, but are not limited to, the requirements that the proposed use:

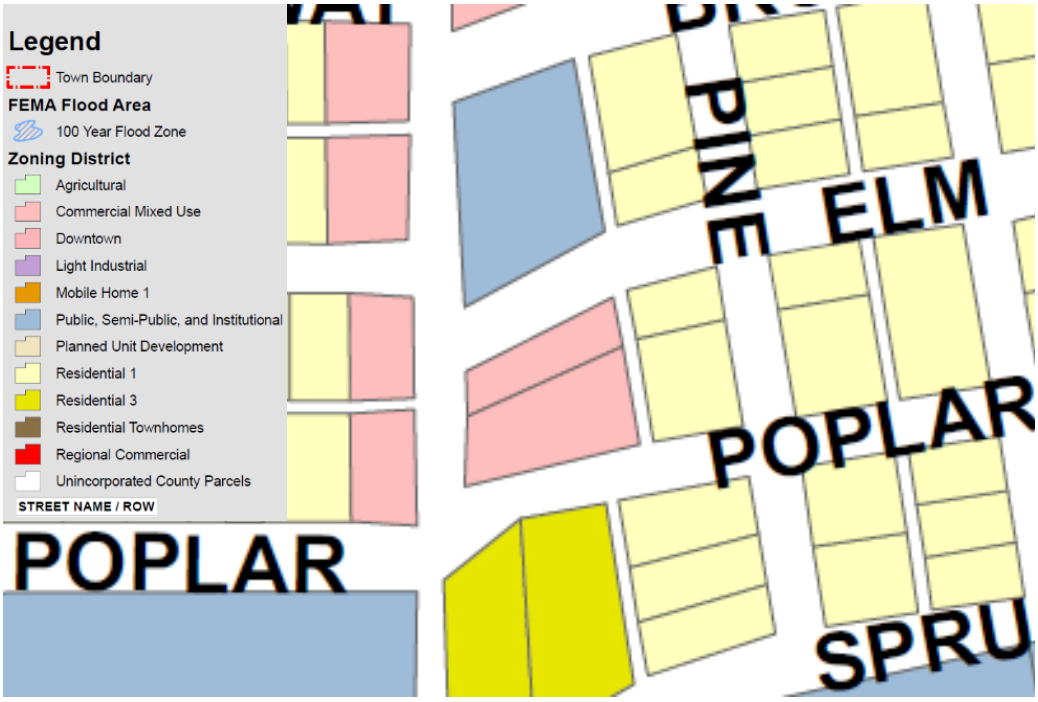
1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
2. Will not result in an over-intensive use of land;
3. Will not have a material adverse effect on community capital improvement programs;
4. Will not require a level of community facilities and services greater than is available;
5. Will not result in undue traffic congestion or traffic hazards;
6. Will not cause significant air, water or noise pollution;
7. Will be adequately landscaped, buffered and screened;
8. Will not otherwise be detrimental to the health, safety or welfare of present or future inhabitants of the Town.

In accordance with Sec. 16-3-70 (a), the site may be reviewed as a Minor Development Subdivision when there is a creation of four (4) or fewer lots, parcels or tracts of land with one (1) principal use on each lot and adjoining a public street. Further, a Minor Development Subdivision is allowed if there is no creation of new or private roads. Additionally, as stated in Sec. 16-3-10, all subdivisions shall strive to meet the general subdivision requirements as outlined below:

1. To promote the general health, safety and welfare of the present and future inhabitants of the Town. Land proposed for subdivision shall be such that it can be used safely for the intended purpose without danger to health or peril from fire, flood, geologic hazards or other natural hazards.
2. To guide future growth and development within the Town and ensure adequate and efficient transportation, water, waste disposal, schools, fire and police protection, recreation and open space opportunities and other services and facilities. To encourage a diversity of housing types and densities in order to assure adequate housing for all persons. In order to achieve this purpose, all subdivision approvals shall be in general conformance with the principles of the Town Master Plan as determined by the Board of Trustees, zoning requirements of Article I of this Chapter and approved and recorded development guides and plans where property is zoned Planned Development (PD).
3. To provide for the preservation and conservation of unique or distinctive natural areas, natural landmarks, critical wildlife habitats, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in the Town. In order to achieve this purpose, subdivisions shall provide for the preservation and conservation of significant stands of vegetation; unique or distinctive topographic features; drainage, riparian and wetland areas; significant wildlife habitats including breeding grounds, nesting areas, migration routes and wintering areas; scenic views; and important historical or archaeological sites.
4. To protect both urban and nonurban development by minimizing the conflicts between the land uses and structures. In order to achieve this purpose, subdivisions shall be designed to provide for lots that are of an appropriate size and configuration for the site characteristics and intended uses; connections between neighborhoods, shopping and recreational areas that are safe and convenient; adequate buffering from the adverse impacts of adjoining uses through lot orientation, setbacks, landscaping or other appropriate methods; the conservation of water, land and energy resources; minimization of grading, road cuts and fills; and a road system designed to preserve the integrity and function of the arterial and local roadway network.

5. To ensure that the necessary services and facilities are available and have sufficient capacity to serve the proposed subdivision. In order to achieve this purpose, land proposed for subdivision shall not be approved until the necessary provisions have been made for subdivision design, access, parks, trails, recreation and open spaces, schools, drainage, water, wastewater disposal, traffic controls, road improvements and services. The cost and installation of such improvement, police and fire protection or other reasonably necessary improvements, which primarily benefit the land being subdivided, shall be borne by the owners and developers of such land.
6. To provide for an adequate and accurate system to record land subdivisions, ensuring proper legal descriptions and survey monumentation, in order to inform the public and especially future residents of the facts about the subdivision, thereby safeguarding the interests of the public, the homeowner, the subdivider and the Town.

Zoning Map (2019)



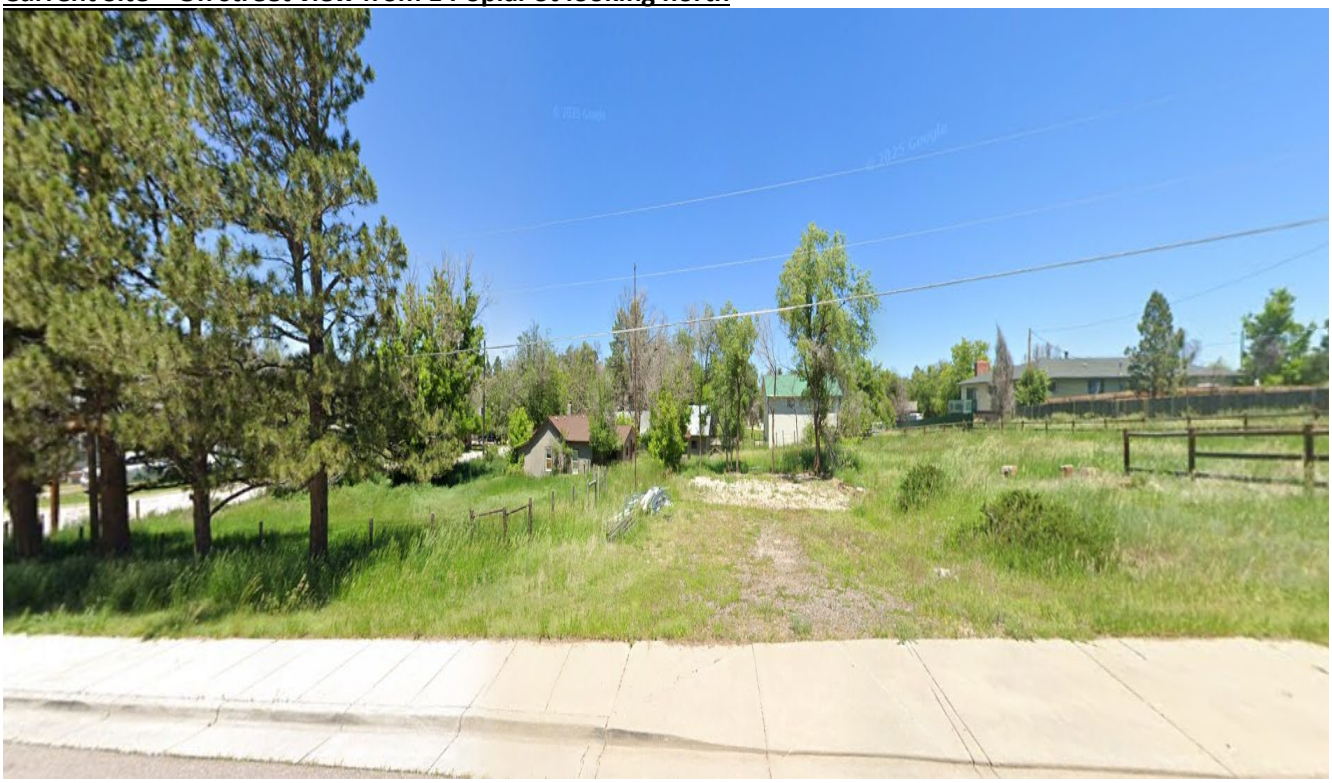
Surrounding Land Uses (& Zoning):

North:	Single-family dwellings (Commercial Mixed-use)
South:	Multi-family dwellings (Residential 3)
East:	Single and two-family dwellings (Residential 1)
West:	Single-family dwellings (Commercial Mixed-use)

Current Site – Aerial View

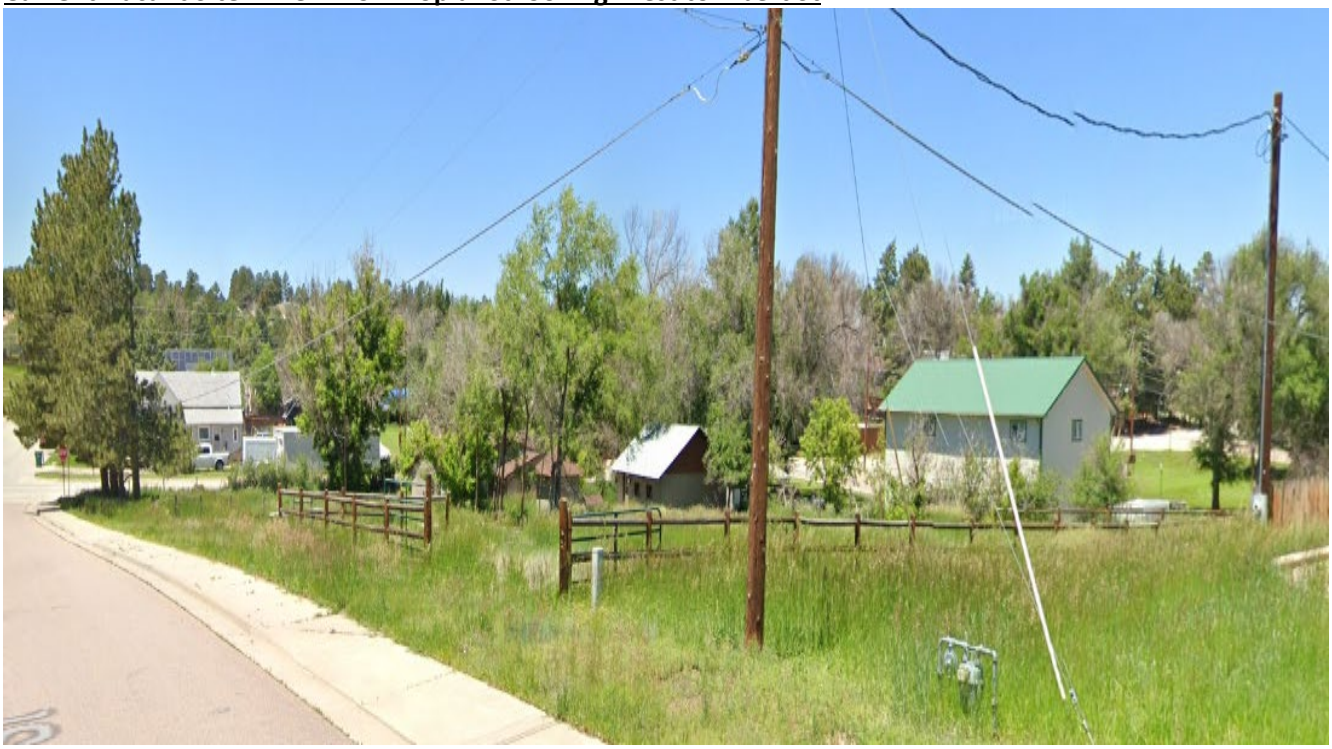
Current Site – NE corner of S Elbert St and E Poplar St

Current Site – On street view from E Poplar St looking north



Current Site – View from Elbert St looking East

Current Vacant Site – View from Poplar St looking West to Elbert St



Case Analysis:

The proposed Use Permitted by Special Review and Minor Development Subdivision displays general conformance with the applicable provisions of the Elizabeth Municipal Code (EMC), the Elizabeth Comprehensive Plan, and the Town of Elizabeth Design Guidelines as outlined in the analysis applied to the proposal described herein.

Elizabeth Municipal Code (EMC):
The applicant proposal for a Use Permitted by Special Review and Minor Development Subdivision was determined to be in general compliance with the EMC. The following topics outline the specific analysis applied to the proposal in the context of the Town's land use and subdivision regulations.

- **Land Use Conformity:**
  - The subject site is in a purely residential neighborhood with varying density and zone districts. On block 12, there are four (4) lots developed as three (3) single-family dwellings and one (1) two-family dwelling. The surrounding neighborhood includes a range of residential uses from single-family, two-family, and multi-family dwellings, with Bandt Park and Main Street being less than a five (5) minute walk from the site. Since the applicant intends to subdivide the current single lot into four (4) residential lots, the residential nature of the site will be maintained. Further, the increase in residential uses on the block and surrounding neighborhood maintains the residential character of the neighborhood.
- **Dimensional Standards – Article 1, Table 16-6 Commercial Mixed-Use:**
  - The CMU district allows for a greater intensity of uses and therefore has dimensional standards that support the consolidation of uses by having smaller lot sizes and setbacks. While these dimensional standards are less than those required within the single-family residence (R-1) district, the applicant has met or exceeded the dimensional requirements of the CMU district.

Dimensional Standard	**CMU District**	**Proposed**			
		Lot 1	**Lot 2**	**Lot 3**	**Lot 4** (Existing)
Lot size (min.)	2,500 SF	8,433 SF	7,881 SF	7,462 SF	7,209 SF
Lot coverage (max.)	*1) Under roof:* 50% 2) *Min. vegetative area:* 10%	To be reviewed for compliance during the building permit process.			
Minimum width of lot/space (measured in feet; 25 feet back from the front property line)	50'	127.18'	63.44'	56.85'	66'

Front setback (ft) - public right-of-way	25’	To be constructed to meet dimensional requirements.	39’ (existing)
Rear setback (ft)	5’		36’ (existing)
Interior side setback (ft)	5’		12.8’ (existing)
Street side setback (ft)	10’		N/A

- **Minor Development Subdivision Standards, Sec, 16-3-70:**
    - The proposal creates four (4) lots with one principal use – single-family dwelling - on each lot that fronts onto a public street, and there are no new or private roads created. Per Sec. 16-3-70 (a), that site may be reviewed as a Minor Development Subdivision. Therefore, the subdivision was reviewed against the standards of code Sec. 16-3-70 and has been determined to be in general compliance.
- **Drainage:**
    - As part of the review of the Minor Development Subdivision, a detention pond is proposed at the NE corner of S Elbert St and E Poplar St, with an interior fence to ensure safety for future residents. The pond is designed to temporarily hold stormwater runoff and then release it at historic flow rates that mimic pre-development flows, primarily to prevent impacts to adjacent or downstream properties and structures. Further, the maintenance of the pond will be the responsibility of the property owners as described in the drainage notes of the final plat. As a result of the development of the site, there are no anticipated impacts to the surrounding residential uses or Town infrastructure.
- **Floodplain:**
    - The delineated floodplain does not impact the site.
- **Outstanding Liens:**
    - The title commitment dated July 28, 2025, showed outstanding municipal liens totaling $1,266.11 for unpaid utility charges. The applicant has satisfied these liens as confirmed by Town staff on July 14, 2025. The lien releases have been recorded in the land record system and the title exceptions have been cleared, showing clear title.
- **Traffic and Access**
    - Beginning at E. Kiowa Avenue and south to the subject site, there is a diversity of zone districts that include the Regional Commercial (RC), Residential-1 (R-1), commercial mixed-use (CMU), and public, semi-public and institutional (P-I) districts. Along this corridor and within the vicinity of the site, there are predominantly residential uses that range from single, two, and

multi-family dwellings. Given the diversity of zone districts that allow for an increase in intensity of uses, and since S Elbert Street connects both the north and south of the Town, the roadway was designed for a greater intensity of uses, and that there are no new right of ways proposed, the redevelopment of the site to include three (3) additional single-family dwellings with off-street parking is not anticipated to significantly impact traffic and access.

- **Parking**
    - A review of Block 12 shows that all residential uses provide off-street parking as observed from the presence of driveways, curb cuts, garages (attached and detached), or some other parking structure. Additionally, along al street frontages of block 12, on-street parking is available as noted by the presence of street signs, including S Elbert St and E Poplar Street, which front the subject site. The existing dwelling on Lot 4 provides off-street parking via a driveway and detached garage. The three (3) new dwellings are proposed with off-street parking provided via a driveway and attached or detached garage. As the development is proposed with off-street parking and since on-street parking is abundant, there are no adverse parking impacts anticipated for the block or the surrounding neighborhood.
- **Right-of-Way (ROW)**
    - No new ROW is proposed with the development.
- **Design Review Standards and Guidelines, 2011**
    - The purpose of the Design Standards and Guidelines is to ensure that development in the Town of Elizabeth reflects the type, quality, and character desired by the community. These standards are typically applied to a site during the site plan review process of Sec Article 2 – Site Plan Standards and Procedures. However, as stated in Sec. 16-2-20 (e), the site development standards outlined by this section shall not apply to legal conforming single-family detached housing. Since the site is proposing the construction of three (3) additional single-family dwellings, the site will not undergo the site plan review process.
    - As part of the current application process, preliminary plans were submitted, and per Sec. 3.2.a, the design standards shall apply to all single-family developments of two or more lots platted after the adoption of the design standards and guidelines. Therefore, we believe that approval of the User Permitted by Special Review may be conditioned to require the site to implement the Design Review Standards and Guidelines of Chapter 4, Section 3 – building design standards and guidelines for residential uses to be applied during the building permit process.

Elizabeth Comprehensive Plan (2019):
Staff has found that the proposed use conforms to the Town's currently adopted 2019 Comprehensive Plan.

The future land use map depicts the site as Old Town Mixed Use. This area includes the historic Main Street as well as the oldest neighborhoods of Elizabeth to the west of Main Street. This future land use classification emphasizes the maintenance and promotion of a historic character unique to Elizabeth and the strengthening of these neighborhoods through multi-modal improvements (including trails and sidewalks), streetscape enhancements, and the redevelopment and enhancement of various parcels within the Main Street area and

surrounding neighborhoods in the Old Town area. The Old Town Mixed Use classification should generally maintain a mixture of 70 percent commercial uses and 30 percent residential throughout the entire Old Town Mixed Use area. This land use category assumes a general range for residential densities of 8 to 24 dwelling units per acre.

The proposal includes a residential density of approximately 6 units per acre with no commercial uses. The proposed density is similar to the recommended density range of the Comprehensive Plan and helps increase housing options as outlined below:

- **Future Land Use and Development - GOAL 1, POLICY 1.4:** *Encourage the diversification of Elizabeth's housing options to meet the full life cycle of the community's housing needs. This would enable residents to remain in the community as their housing needs change and would accommodate a more diverse range of residents from a wider range of ages to live in Elizabeth.*
    - The subdivision and redevelopment of the largely vacant site increases housing availability within the Town to meet community needs, thereby better serving the Town.
- **Future Land Use and Development GOAL 3:** *Future development in Elizabeth incorporates appropriate levels of density and design to support increased housing options, the viability of neighborhood commercial, and overall long-term neighborhood sustainability.*
    - The current site is largely vacant and occupied by one residential dwelling. Block 12, is developed as single or two-family dwellings, with the surrounding neighborhood being comprised of a mix of residential uses. On the future land use map, much of the area designated as the Old Town mixed-use classification has remained residential, with a very small portion of this area being developed as non-residential, except for areas that have direct frontage along Main Street. While the Comprehensive Plan anticipates future non-residential uses within the vicinity of the Old Town area, the site proposes a residential use and density that maintains the character of the neighborhood while increasing housing for the Town.

Referrals

The following agencies provided comment during the referral period **(see Exhibit B).**

REFERRAL AGENCY / CONSULTANT	DISCIPLINE	Status
SAFEbuilt	Planning/Zoning	Approved
CORE Engineering	Town Engineer	Approved
CORE Electric / IREA	Utility	Approved
Elizabeth Parks and Recreation	Elizabeth Parks and Recreation District	No comments received
Elizabeth Public Works	Public Works	Approved
Elizabeth Police Department (PD)	Police Department	No comments received
Stolfus & Associates	Transportation	Approved
Elizabeth Fire Protection District (EFD)	Fire	Approved
Elizabeth School District	Elizabeth C-1 School District	No comments received
Black Hills Energy	Utility Company	No comments received

Elbert County Assessor's Office	GIS	Technical consultation with deference to the updated survey information.
CO WATER CONSERVATION BOARD		No comments received
ARMY CORP OF ENGINEERS	Denver Regulatory Office	No comments received

Outstanding Referral Comments:
As of publication of this staff report, there are no outstanding comments for the applicant.

Findings and Staff Recommendation:

The findings and staff recommendation are discussed separately for the (1) Use Permitted by Special Review and (2) Minor Development Subdivision.

(1) Use Permitted by Special Review, Findings and Staff Recommendation:
Staff provides a favorable recommendation for the Use Permitted by Special Review application upon review by the development review team and staff in accordance with Article 9 of the EMC. Staff provides the recommendation in the context of Sec. 16-9-20 (a), which states that the Board of Trustees may approve a Use Permitted by Special Review subject to reasonable conditions, which include, but are not limited to, the requirements that the proposed use meet the approval criteria of 1 through 8:

(1) **Will be in harmony and compatible with the character of the surrounding areas and neighborhood:** The proposed subdivision introduces moderate-density single-family residential development that complements the existing residential character of the neighborhood. The area includes a variety of housing types—single-family, two-family, and multi-family dwellings—and the addition of three manufactured homes on separate lots will maintain this established residential form. The development aligns with the intent of the CMU district, which allows for residential uses integrated with pedestrian-oriented design.

(2) **Will not result in an over-intensive use of land:** The development proposes four residential lots on a 0.71-acre site, with lot sizes ranging from 0.17 to 0.19 acres, each with a single-family dwelling. These lot sizes significantly exceed the minimum lot size of 2,500 square feet required by the CMU zoning district. The layout allows for adequate yard areas, off-street parking, and stormwater infrastructure, avoiding overcrowding or overutilization of the site.

(3) **Will not have a material adverse effect on community capital improvement programs:** Limited public infrastructure is proposed as part of the development and memorialized through a subdivision improvement agreement. The project utilizes existing public streets (S. Elbert and E. Poplar Streets) and relies on available, mainline utility connections. The shared maintenance agreement for the stormwater detention pond ensures that future upkeep does not burden the Town. As such, the development will not negatively impact capital improvement programs.

(4) **Will not require a level of community facilities and services greater than is available:** The modest addition of three new homes within the Town's core area can be served by existing infrastructure and services. The site is located within walking distance of parks, schools, and Main Street, and is accessible by public streets. Referral agencies—including police, fire, schools, and utility providers—did not express concerns about capacity. Therefore, the development will not require a level of service greater than is currently available.

(5) **Will not result in undue traffic congestion or traffic hazards:** The development proposes three additional homes, each with off-street parking via driveways and garages. The surrounding street network is already designed to accommodate moderate residential traffic, and the site is located on collector streets

designed for higher capacity. With no new curb cuts or public roads required, the project will not cause undue congestion or traffic hazards.

(6) **Will not cause significant air, water or noise pollution:** The use is residential in nature and will not introduce commercial or industrial sources of pollution. Stormwater runoff will be managed through an on-site, full-spectrum detention pond, which mitigates potential downstream impacts. The residential use will not generate significant emissions or noise beyond typical levels for single-family homes.

(7) **Will be adequately landscaped, buffered and screened:** While the site plan will be finalized through the building permit process, the subdivision layout ensures adequate setbacks and yard areas. The stormwater pond will be fenced for safety and screened from neighboring properties. Future homes will be subject to design guidelines for architectural variation, garage placement, and landscaping that ensure aesthetic compatibility.

(8) **Will not otherwise be detrimental to the health, safety or welfare of present or future inhabitants of the Town.** The site is located outside of any floodplain or environmentally hazardous area. Public safety services reviewed the proposal and offered no objection. The development supports walkability, housing diversity, and safe access to services—furthering the health and welfare of current and future residents of Elizabeth.

(2) Minor Development Subdivision, Findings and Staff Recommendation:
Staff finds that the Minor Development Subdivision meets the substantive criteria for approval based on the review of the application in accordance with Section 16-3-70 of the Elizabeth Municipal Code (EMC) and the findings below:

1. **Minor Development Classification**
   - The proposal qualifies as a Minor Development Subdivision, as it creates four (4) residential lots, each containing one principal use and direct access to a public street. No new streets or private roads are proposed as part of the development.
2. **Conformance with Dimensional Standards**
   - Lot 4 contains an existing single-family dwelling and accessory structures that conform to the dimensional standards of the Commercial Mixed-Use (CMU) zoning district as outlined in [Insert Code Reference].
   - Lots 1 through 3 are proposed for manufactured, single-family homes with either attached or detached garages. The subdivision plat reflects the CMU district standards, and all new structures will be located within the designated building envelopes.
3. **Stormwater Management and Utility Access**
   - A detention pond is proposed at the southwest corner of the site to address stormwater runoff associated with the increased density. The pond will be fenced along the north and east boundaries for safety and will include a public drainage and utility easement. Ongoing maintenance responsibilities will be shared by the owners of Lots 1 through 3, with access retained by the Town for future maintenance if necessary.
4. **Environmental and Service Considerations**
   - The site is not located within a floodplain or mapped wildlife habitat area. It is situated within close proximity to existing residential neighborhoods and the core of the Town, ensuring access to public services and infrastructure, including transportation, water, sewer, police and fire protection, schools, parks, and open space.
5. **Subdivision Design and Integration**

- The proposed lot sizes and configurations are appropriate for the site's physical characteristics and intended use, and the subdivision is well-integrated into the existing street network, with direct frontage on S. Elbert Street and E. Poplar Street.

6. **Conformance with the Comprehensive Plan**
   - The project supports various housing goals and policies outlined in the Town of Elizabeth Comprehensive Plan, including the promotion of diverse and attainable housing options within walkable proximity to community amenities.
7. **Compliance with Design Standards**
   - The subdivision is found to be in substantial compliance with the Town's Design Standards for subdivisions as set forth in Section 16-3-110 of the EMC, including infrastructure design, lot layout, and drainage considerations.

Use Permitted by Special Review - Staff Recommendation: Based on the analysis above and upon receipt of all required documentation, staff recommends that the Board of Trustees approve **Resolution 25R25**, granting approval for the Use Permitted by Special Review application under Chapter 16-9-40 (e) of the Elizabeth Municipal Code. The application meets all substantive criteria for approval. The Planning Commission recommended approval by a vote of 4-0.

Minor Development Subdivision - Staff Recommendation: Staff recommends that the Board of Trustees approve **Resolution 25R26**, granting approval for the Minor Development Subdivision application under Chapter 16-3-70 (c)(9) of the Elizabeth Municipal Code. All required submittal items have been received, including: (1) revised plat with corrected drainage maintenance language ensuring consistency between general and drainage notes, and (2) a signed and notarized Subdivision Improvement Agreement incorporating all required revisions. The application meets all substantive criteria for approval. The Planning Commission recommended approval by a vote of 4-0.

Attachment(s)
Resolution 25R25
Resolution 25R26
Site Improvement Agreement
Exhibit A
Exhibit B
Exhibit C

RESOLUTION 25R25

A RESOLUTION MAKING FINDINGS OF FACT MEMORIALIZING THE BOARD OF TRUSTEES' DECISION TO GRANT A USE BY SPECIAL REVIEW FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, this matter was heard on October 14, 2025 upon the request for Use by Special Review in accordance with Article IX, Chapter 16 of the Town of Elizabeth's Municipal Code to permit single-family dwellings, located on said property, in the Commercial Mixed-Use (CMU) zoning district; and

WHEREAS, the Town of Elizabeth Board of Trustees, having heard the evidence presented at the public hearing and being fully advised in the premises, enters the following Findings of Fact, Conclusions and Order.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board makes the following Findings of Fact:

1. The Applicant, Michael Patterson of MBP Enterprises Inc. ("Applicant") submitted to the Town of Elizabeth a land use application requesting a Use by Special Review in accordance with the Municipal Code to allow single-family dwellings on the properties located at 350 S Elbert Street.
2. The Property is zoned CMU (Commercial Mixed-Use).
3. Article 1, Table 16-5 of the Elizabeth Municipal Code allows for single-family dwellings by special review in the CMU District.
4. Notice of the date, time and place of the public hearing based on the applicant request was published in accordance with the Elizabeth Municipal Code at least fifteen (15) days preceding the public hearing.
5. At the public hearing, testimony was presented for the application. The Planning Commission recommended approval by a vote of 4-0. At the conclusion of the public hearing, the Board of Trustees determined to approve based on these Findings of Fact, Conclusions, and Order.
6. The Board of Trustees finds and determines that approval of the Application does meet the following requirements pursuant to Section 16-9-20 of the Elizabeth Municipal Code based on the following factors:
   a) Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
   b) Will not result in an over-intensive use of land;
   c) Will not have a material adverse effect on community capital improvement programs;
   d) Will not require a level of community facilities and services greater than is available;
   e) Will not result in undue traffic congestion or traffic hazards;

f) Will not cause significant air, water or noise pollution;
g) Will be adequately landscaped, buffered and screened; and
h) Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Section 3. The Board therefore Orders that the application for a Use by Special Review in accordance with Article IX, Chapter 16, of the Elizabeth Municipal Code is GRANTED.

PASSED, APPROVED, and ADOPTED this 14th day of OCTOBER 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

RESOLUTION 25R26

A RESOLUTION APPROVING A MINOR DEVELOPMENT SUBDIVISION FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, Michael Patterson of MBP Enterprises Inc. has submitted an application for a Minor Development Subdivision to subdivide the property located at 350 South Elbert Street into four (4) residential lots; and

WHEREAS, the application has been reviewed in accordance with Section 16-3-70 of the Elizabeth Municipal Code; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-0; and

WHEREAS, the Board of Trustees finds that the subdivision meets all applicable requirements.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board finds that the Minor Development Subdivision meets the requirements of Section 16-3-70 of the Elizabeth Municipal Code.

Section 3. The Board hereby approves the Minor Development Subdivision for the property located at 350 South Elbert Street, creating four (4) residential lots as shown in the subdivision plat attached hereto as Exhibit A and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED this 14th day of OCTOBER 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

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, AND 10, ALL IN BLOCK 12, ELIZABETH AMENDED, ALSO COMMONLY KNOWN AS THE TOWN OF ELIZABETH AMENDED, COUNTY OF ELBERT, STATE OF COLORADO.

(PER SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 615401)

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ELBERT STREET SUBDIVISION. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR STORMWATER DETENTION, PUBLIC UTILITIES AND CABLE 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. 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.

OWNER

_____
(OWNER)

BY:_____
(PRINT NAME)

TITLE_____

ATTEST:_____
SECRETARY

_____ AS PRESIDENT/VICE PRESIDENT OF MBP ENTERPRISES, INC, A COLORADO

CORPORATION AND _____ AS SECRETARY/TREASURER OF MBP ENTERPRISES, INC. A COLORADO CORPORATION.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

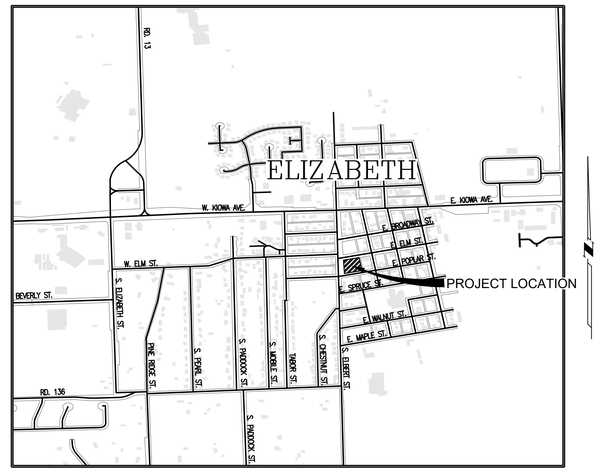
MY COMMISSION EXPIRES: _____

COVENANTS:

THE UNDERSIGNED OWNERS FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE TOWN OF ELIZABETH:

NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS, AS DEFINED BY ARTICLE III SEC. 16-3-60, OF THE TOWN CODE OF ELIZABETH, COLORADO ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE TOWN OF ELIZABETH AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE TOWN OF ELIZABETH ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELIZABETH FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE TOWN OF ELIZABETH AND AT NO EXPENSE TO THE TOWN OF ELIZABETH.



VICINITY MAP
SCALE: 1"=1000'

SHEET INDEX

1 COVER SHEET
2 MAP SHEET

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH IS ASSUMED TO BEAR SOUTH 00°22'29" WEST, A DISTANCE OF 2,652.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO THE CENTER OF SAID SECTION, MONUMENTED AS SHOWN HEREON.

GENERAL NOTES

1. FIRST INTEGRITY TITLE COMPANY, COMMITMENT NO.: 103-2504462-T, EFFECTIVE DATE: MARCH 17, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT.
3. GRADES WITHIN THE PUBLIC DRAINAGE AND UTILITY ESMT. SHALL NOT BE ALTERED WITHOUT APPROVAL FROM THE TOWN OF ELIZABETH. FENCES WILL NOT BE ALLOWED TO CROSS THIS EASEMENT, EXCEPT ALONG THE EXTERIOR PERIMETER OF THIS SUBDIVISION. THIS EASEMENT ALLOWS FOR THE ACCESS OF ANY LOT OWNER, TO ANY LOCATION WITHIN SAID EASEMENT, FOR THE PURPOSE OF PROVIDING MAINTENANCE AND UPKEEP TO THE DRAINAGE FACILITIES. THE PROPER OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DRAINAGE OUTLET STRUCTURE, WATER QUALITY GRADE, DISCHARGE PIPE, GRASS SWALE, SPILLWAY, SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS, REGARDLESS OF THE LOCATION OF SAID DRAINAGE FACILITIES WITHIN THE EASEMENT. THE TOWN OF ELIZABETH RESERVES THE RIGHT TO ENTER THIS EASEMENT AT ANY LOCATION, AND AT ANY TIME, IN THE EVENT THAT THE OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES HAS NOT BEEN PROVIDED. THE COST OF THE TOWN OF ELIZABETH'S MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1, 2, AND 3.

DRAINAGE NOTES:

1. THE DETENTION POND LOCATED ON LOT 1 TO BE UTILIZED FOR MANAGEMENT OF STORMWATER RUNOFF FROM LOTS 1, 2, AND 3.
2. THE DETENTION POND WILL BE MAINTAINED BY THE OWNERS OF LOTS 1, 2, AND 3.

LAND USE SUMMARY TABLE

	AREA (SQ. FT.)	AREA (ACRE)	%
LOTS	30,985	0.711	99.97%
TRACTS	0	0.000	0.00%
RIGHT-OF-WAY	9	0.001	0.03%
TOTAL:	30,994	0.712	100.00%

TITLE VERIFICATION

I/WE _____, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

_____ _____
DATE COMPANY NAME

SURVEYOR'S CERTIFICATE

I, SAMUEL L. GALLUCCI III, 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 OCTOBER 12, 2022, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING 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
SAMUEL L. GALLUCCI III

SURVEYOR #38584

PLANNING COMMISSION

THE FINAL PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON :_____.

_____
CHAIR, PLANNING COMMISSION

BOARD OF TRUSTEES

LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #_____.

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER.

STATE OF COLORADO)
) SS
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 _____.

_____
COUNTY CLERK AND RECORDER

ENGINEER:

Raptor Engineering, LLC
8620 Wolff Ct., Suite 105B
Westminster, CO 80031
(720) 774-7736

SURVEYOR:

EMK Consultants, Inc.
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
(303) 694-1520

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com
JOB NO. 13362

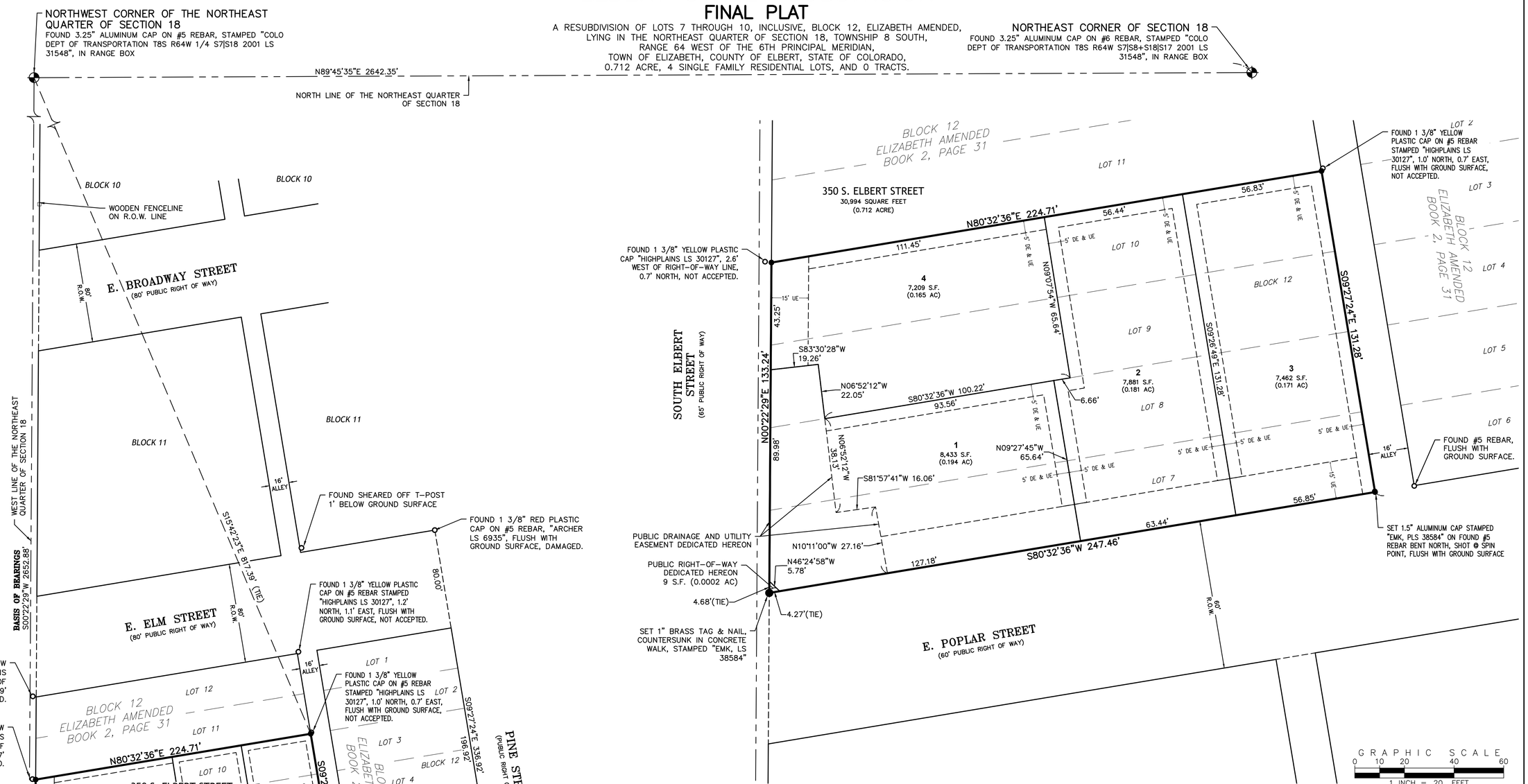
ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 1 OF 2

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.



NOTE:

IN JANUARY OF 2016, A SURVEY PLAT WAS PERFORMED AND CERTIFIED BY KEITH WESTFALL, PLS 30127. THE ONLY PROPERTY PIN WAS A #5 REBAR AT THE SOUTHEAST CORNER. THE SUBJECT PROPERTY WAS THEN MONUMENTED ON THE OTHER THREE CORNERS PER THAT SURVEY PLAT. HOWEVER, NO OTHER EXPLANATION OR EVIDENCE IS SHOWN AS TO THE RESOLUTION OF THE BOUNDARIES ON SAID SURVEY PLAT. THE NORTH AND SOUTH LINES EXCEED THE PLATTED DISTANCES BY 30-40 FEET. THE EAST LINE WAS SET PER RECORD DISTANCE, BUT THE SOUTH AND NORTH LINES WERE NOT.

ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PROPERTY CORNER PIN LIES 2.6 FEET INTO THE RIGHT-OF-WAY OF SOUTH ELBERT STREET (AS DOES A SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, AMENDED THAT SHOWS A SMALL GAP BETWEEN THE ALIQUOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
— —	EXISTING LOT LINE
- - - -	PROPOSED EASEMENT
———	PROPOSED LOT LINE
◆	LAND CORNER FOUND AS NOTED
○	FOUND MONUMENT AS NOTED
●	SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON 18" LONG #5 REBAR, UNLESS OTHERWISE NOTED

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com
JOB NO. 13362

ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 2 OF 2

SUBDIVISION AGREEMENT

THIS AGREEMENT is made this 3rd day of October, 2025 by and between the Town of Elizabeth, Colorado, a statutory municipality (the "Town"), and MBP Enterprises, Inc. (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Elbert Street 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 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. Developer shall pay the amount of Six Thousand, Seven Hundred and Sixty One Dollars ($6,761.00) within thirty (30) days of recording the final plat as satisfaction of Developer's open space requirement for the Property.

b. Developer shall construct vehicular access to E Poplar Street from the Property. Such vehicular access shall be constructed to Town of Elizabeth standards, and shall be located in a location generally centered between the individual lots to allow such vehicular access.

c. Developer shall construct a private stormwater detention pond in accordance with construction drawings approved by the Town, which pond shall control the release of developed stormwater runoff from all lots within the Property.

d. The Developer shall construct and dedicate in accordance with Section 10 of this Agreement, those Public Improvements more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference, including the construction of domestic water and wastewater mains to serve the Property in accordance with construction drawings approved by the Town; and

e. Developer shall dedicate within ten (10) days of approval of this Agreement the following:

i. The southwesterly corner of the Property, as laid out in the Subdivision Plat, free and clear of all liens and encumbrances, for the future widening and improvement of public sidewalk bordering S Elbert Street and E Poplar Street.

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, the Board of Trustees shall be notified immediately 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. 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, during which thirty-day 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 sidewalk, curb, gutter 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 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 Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, 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 October 14, 2027, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said 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 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 the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantee 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 guarantee 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 Guarantee"). The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of a Performance Guarantee 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 Guarantee 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 Guarantee.

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 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 a new or amended Performance Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Performance Guarantee, 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 Guarantee 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 such improvements, conditions and requirements within the required time and the approval of the Town 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, to be held by the Town during the two-year warranty period or, in the alternative, if the Performance Guarantee held by the Town is 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. 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 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 guarantee specified in paragraph 11 of this Agreement. The Town may draw on the performance guarantee 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.

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.

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 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 PO Box 159 151 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:	Brian Patterson MBP Enterprises, Inc. 8888 Inspiration Drive Parker, CO 80138 Brian@cashforhousescolorado.com

23. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of 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. 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.

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 recorded 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

By: _____
Angela Ternus, Mayor

ATTEST:

_____
Michelle Oeser, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

DEVELOPER: ***MBP Enterprises, Inc.***

By: _____
Michael Patterson, Owner

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 3rd day of October, 2025, by Michael Patterson, as Owner of MBP Enterprises, inc

My commission expires: 06/17/2026.

(SEAL)

_____
Notary Public

KODY EDWARD WRIGHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224023818
MY COMMISSION EXPIRES JUNE 17 2026

CVFG@GR ?

Jmrq 5* 6* 7 _lb /.* _jj gl @jmai /0* Cjgx_`crf ? k c l bcb* _jqm am k k m l jw i l mu l _q r f c Rmu l md Cjgx_`crf ? k c l bcb* Ams l rw md Cj`cpr* Qr_rc md Amjmp_bm,

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, AND 10, ALL IN BLOCK 12, ELIZABETH AMENDED, ALSO COMMONLY KNOWN AS THE TOWN OF ELIZABETH AMENDED, COUNTY OF ELBERT, STATE OF COLORADO.

(PER SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 615401)

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ELBERT STREET SUBDIVISION. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR STORMWATER DETENTION, PUBLIC UTILITIES AND CABLE 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. 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.

OWNER

_____
(OWNER)

BY:_____
(PRINT NAME)

TITLE_____

ATTEST:_____
SECRETARY

_____ AS PRESIDENT/VICE PRESIDENT OF MBP ENTERPRISES, INC, A COLORADO

CORPORATION AND _____ AS SECRETARY/TREASURER OF MBP ENTERPRISES, INC. A COLORADO CORPORATION.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

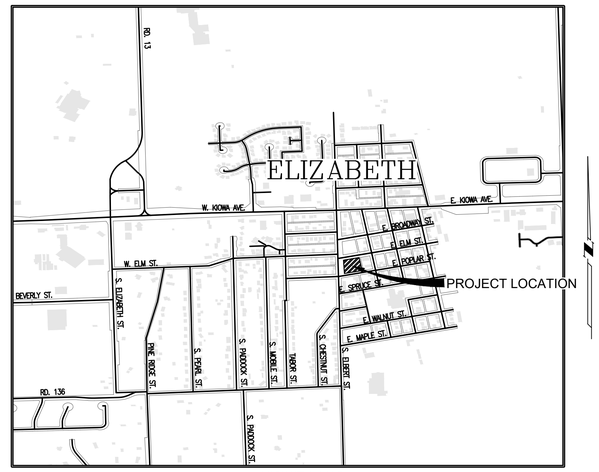
MY COMMISSION EXPIRES: _____

COVENANTS:

THE UNDERSIGNED OWNERS FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE TOWN OF ELIZABETH:

NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS, AS DEFINED BY ARTICLE III SEC. 16-3-60, OF THE TOWN CODE OF ELIZABETH, COLORADO ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE TOWN OF ELIZABETH AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE TOWN OF ELIZABETH ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELIZABETH FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE TOWN OF ELIZABETH AND AT NO EXPENSE TO THE TOWN OF ELIZABETH.



VICINITY MAP
SCALE: 1"=1000'

SHEET INDEX

1 COVER SHEET
2 MAP SHEET

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH IS ASSUMED TO BEAR SOUTH 00°22'29" WEST, A DISTANCE OF 2,652.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO THE CENTER OF SAID SECTION, MONUMENTED AS SHOWN HEREON.

GENERAL NOTES

1. FIRST INTEGRITY TITLE COMPANY, COMMITMENT NO.: 103-2504462-T, EFFECTIVE DATE: MARCH 17, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT.
3. GRADES WITHIN THE PUBLIC DRAINAGE AND UTILITY ESMT. SHALL NOT BE ALTERED WITHOUT APPROVAL FROM THE TOWN OF ELIZABETH. FENCES WILL NOT BE ALLOWED TO CROSS THIS EASEMENT, EXCEPT ALONG THE EXTERIOR PERIMETER OF THIS SUBDIVISION. THIS EASEMENT ALLOWS FOR THE ACCESS OF ANY LOT OWNER, TO ANY LOCATION WITHIN SAID EASEMENT, FOR THE PURPOSE OF PROVIDING MAINTENANCE AND UPKEEP TO THE DRAINAGE FACILITIES. THE PROPER OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DRAINAGE OUTLET STRUCTURE, WATER QUALITY GRADE, DISCHARGE PIPE, GRASS SWALE, SPILLWAY, SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS, REGARDLESS OF THE LOCATION OF SAID DRAINAGE FACILITIES WITHIN THE EASEMENT. THE TOWN OF ELIZABETH RESERVES THE RIGHT TO ENTER THIS EASEMENT AT ANY LOCATION, AND AT ANY TIME, IN THE EVENT THAT THE OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES HAS NOT BEEN PROVIDED. THE COST OF THE TOWN OF ELIZABETH'S MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1, 2, AND 3.

DRAINAGE NOTES:

1. THE DETENTION POND LOCATED ON LOT 1 TO BE UTILIZED FOR MANAGEMENT OF STORMWATER RUNOFF FROM LOTS 1, 2, AND 3.
2. THE DETENTION POND WILL BE MAINTAINED BY THE OWNERS OF LOTS 1, 2, AND 3.

LAND USE SUMMARY TABLE

	AREA (SQ. FT.)	AREA (ACRE)	%
LOTS	30,985	0.711	99.97%
TRACTS	0	0.000	0.00%
RIGHT-OF-WAY	9	0.001	0.03%
TOTAL:	30,994	0.712	100.00%

TITLE VERIFICATION

I/WE _____, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

_____ _____
DATE COMPANY NAME

SURVEYOR'S CERTIFICATE

I, SAMUEL L. GALLUCCI III, 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 OCTOBER 12, 2022, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING 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
SAMUEL L. GALLUCCI III

SURVEYOR #38584

PLANNING COMMISSION

THE FINAL PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON :_____.

_____
CHAIR, PLANNING COMMISSION

BOARD OF TRUSTEES

LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #_____.

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER.

STATE OF COLORADO)
) SS
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 _____.

_____
COUNTY CLERK AND RECORDER

ENGINEER:

Raptor Engineering, LLC
8620 Wolff Ct., Suite 105B
Westminster, CO 80031
(720) 774-7736

SURVEYOR:

EMK Consultants, Inc.
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
(303) 694-1520

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com
JOB NO. 13362

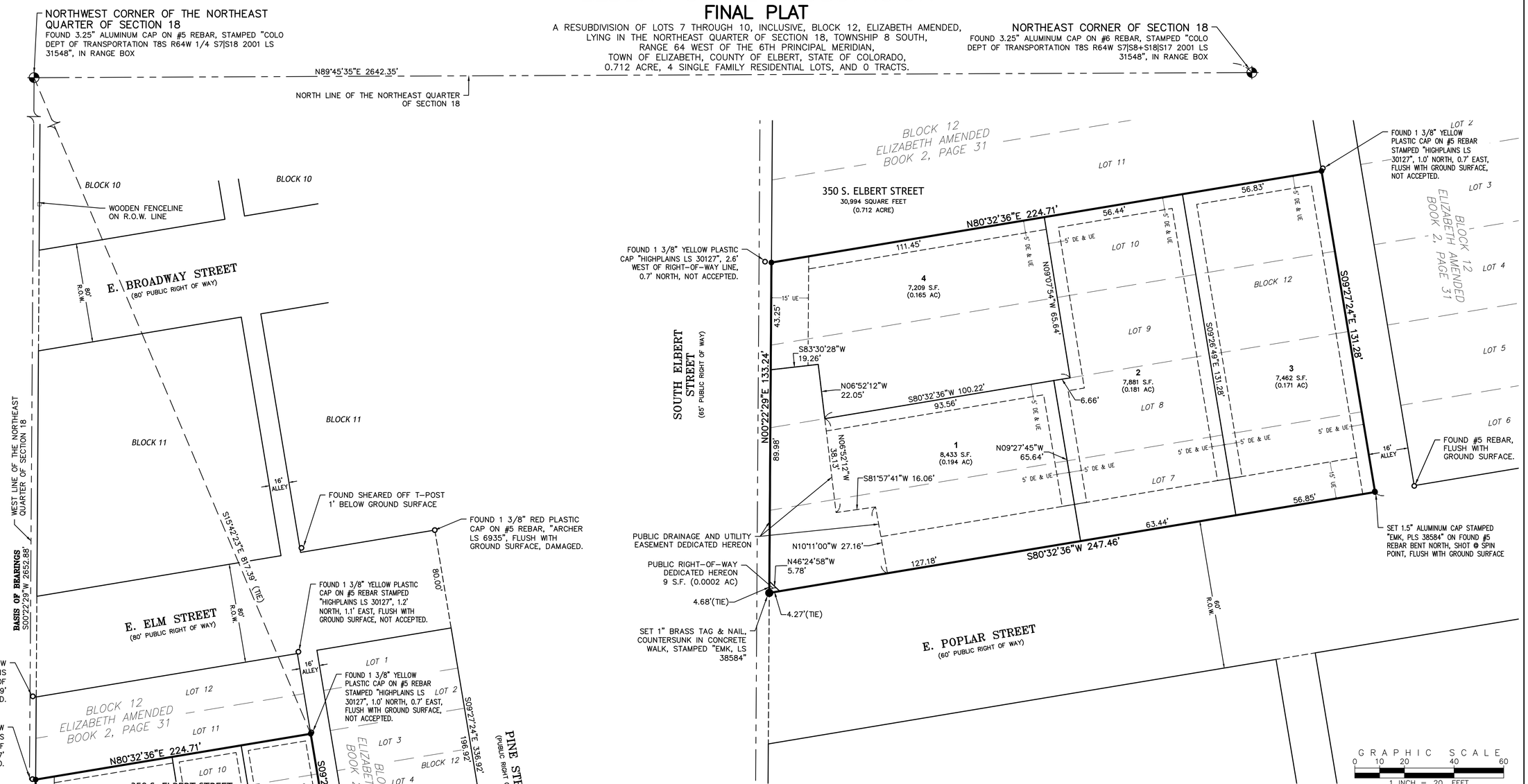
ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 1 OF 2

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.



NOTE:

IN JANUARY OF 2016, A SURVEY PLAT WAS PERFORMED AND CERTIFIED BY KEITH WESTFALL, PLS 30127. THE ONLY PROPERTY PIN WAS A #5 REBAR AT THE SOUTHEAST CORNER. THE SUBJECT PROPERTY WAS THEN MONUMENTED ON THE OTHER THREE CORNERS PER THAT SURVEY PLAT. HOWEVER, NO OTHER EXPLANATION OR EVIDENCE IS SHOWN AS TO THE RESOLUTION OF THE BOUNDARIES ON SAID SURVEY PLAT. THE NORTH AND SOUTH LINES EXCEED THE PLATTED DISTANCES BY 30-40 FEET. THE EAST LINE WAS SET PER RECORD DISTANCE, BUT THE SOUTH AND NORTH LINES WERE NOT.

ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PROPERTY CORNER PIN LIES 2.6 FEET INTO THE RIGHT-OF-WAY OF SOUTH ELBERT STREET (AS DOES A SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, AMENDED THAT SHOWS A SMALL GAP BETWEEN THE ALIQUOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
— —	EXISTING LOT LINE
- - - -	PROPOSED EASEMENT
———	PROPOSED LOT LINE
◆	LAND CORNER FOUND AS NOTED
○	FOUND MONUMENT AS NOTED
●	SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON 18" LONG #5 REBAR, UNLESS OTHERWISE NOTED

PREPARED BY
EMK CONSULTANTS, INC.
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CENTENNIAL, COLORADO 80112-2019
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ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 2 OF 2

EXHIBIT C

ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING					
PROJECT NAME:	350 Elbert Street				
DATE	8/7/2025	BY	ERIC BURTZLAFF, PE		
PUBLIC IMPROVEMENTS					
ITEM		QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS					
Asphalt Patching/Pavement		720	SY	$50	$36,000
Concrete Paving		303	SY	$100	$30,300
6" Curb , Gutter		114	LF	$36	$4,104
Sidewalk (5.5' Width)		70	SY	$42	$2,940
20' Curb Cut		3	EA	$5,000	$15,000
SEWER					
48" Sewer Manhole		3.0	EA	$4,250	$12,750
6" PVC Sewer Main		246	LF	$77	$18,819
WATER					
Fire Hydrant		1.0	EA	$3,500	$3,500
6" PVC Water Main		256	LF	$49	$12,544
6" Fire Hydrant Lateral (C900 PVC)		23	LF	$50	$1,150
6" Gate Valve		1	EA	$275	$275
STORM/DRAINAGE					
12" Class IV RCP Storm Pipe		72	LF	$26	$1,879
				PUBLIC RIGHT OF WAY IMPROVEMENTS COST:	$139,261
				15% CONTINGENCY:	$20,889
				TOTAL COST:	$160,150

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING					
PROJECT NAME:	350 Elbert Street				
DATE	8/7/2025	BY	ERIC BURTZLAFF, PE		
PUBLIC IMPROVEMENTS - LANDSCAPE					
ITEM		QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS					
Seeding for 8' Tree Lawn		0.049	ACRE	$6,000	$292
				LANDSCAPE IMPROVEMENTS COST:	$292
				15% CONTINGENCY:	$44
				TOTAL COST:	$335

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

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 1 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'1,* to secure the performance of the *[type in the name and date of the agreement, such as "Site Improvement 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.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Elbert County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print
Name
[Signature <u>Must</u> Be Notarized]

STATE OF COLORADO)
)ss.
COUNTYOF _____)

The foregoing instrument was acknowledged before me this___ _ day___of

,
20 _, by_____,as _____of_____

My commission expires: _____ _

SEAL

Notary Public

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 that 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 Section 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 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
PO Box 159
151 S. Banner Street
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.

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 Oeser, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

DEVELOPER: [*COMPANY NAME*]

By: _____
[***Name, title***]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20_, by _____, as _____of _____.

My commission expires: _____.

SEAL

_____
Notary Public

EXHIBIT A: APPLICANT SUBMITTAL

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, AND 10, ALL IN BLOCK 12, ELIZABETH AMENDED, ALSO COMMONLY KNOWN AS THE TOWN OF ELIZABETH AMENDED, COUNTY OF ELBERT, STATE OF COLORADO.

(PER SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 615401)

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ELBERT STREET SUBDIVISION. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR STORMWATER DETENTION, PUBLIC UTILITIES AND CABLE 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. 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.

OWNER

_____
(OWNER)

BY:_____
(PRINT NAME)

TITLE_____

ATTEST:_____
SECRETARY

_____ AS PRESIDENT/VICE PRESIDENT OF MBP ENTERPRISES, INC, A COLORADO

CORPORATION AND _____ AS SECRETARY/TREASURER OF MBP ENTERPRISES, INC. A COLORADO CORPORATION.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

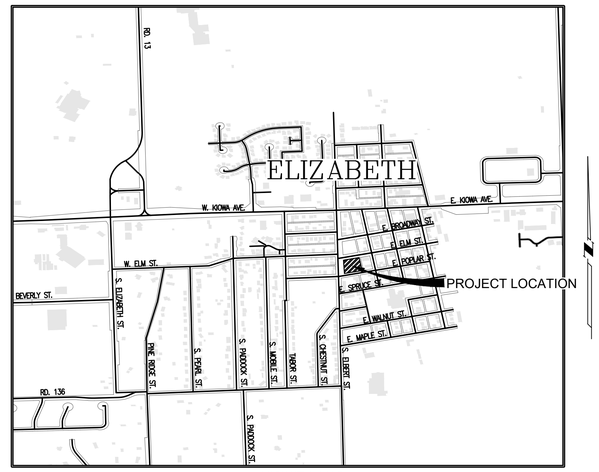
MY COMMISSION EXPIRES: _____

COVENANTS:

THE UNDERSIGNED OWNERS FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE TOWN OF ELIZABETH:

NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS, AS DEFINED BY ARTICLE III SEC. 16-3-60, OF THE TOWN CODE OF ELIZABETH, COLORADO ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE TOWN OF ELIZABETH AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE TOWN OF ELIZABETH ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELIZABETH FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE TOWN OF ELIZABETH AND AT NO EXPENSE TO THE TOWN OF ELIZABETH.



VICINITY MAP
SCALE: 1"=1000'

SHEET INDEX

1 COVER SHEET
2 MAP SHEET

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH IS ASSUMED TO BEAR SOUTH 00°22'29" WEST, A DISTANCE OF 2,652.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO THE CENTER OF SAID SECTION, MONUMENTED AS SHOWN HEREON.

GENERAL NOTES

1. FIRST INTEGRITY TITLE COMPANY, COMMITMENT NO.: 103-2504462-T, EFFECTIVE DATE: MARCH 17, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT.
3. GRADES WITHIN THE PUBLIC DRAINAGE AND UTILITY ESMT. SHALL NOT BE ALTERED WITHOUT APPROVAL FROM THE TOWN OF ELIZABETH. FENCES WILL NOT BE ALLOWED TO CROSS THIS EASEMENT, EXCEPT ALONG THE EXTERIOR PERIMETER OF THIS SUBDIVISION. THIS EASEMENT ALLOWS FOR THE ACCESS OF ANY LOT OWNER, TO ANY LOCATION WITHIN SAID EASEMENT, FOR THE PURPOSE OF PROVIDING MAINTENANCE AND UPKEEP TO THE DRAINAGE FACILITIES. THE PROPER OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DRAINAGE OUTLET STRUCTURE, WATER QUALITY GRADE, DISCHARGE PIPE, GRASS SWALE, SPILLWAY, SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS, REGARDLESS OF THE LOCATION OF SAID DRAINAGE FACILITIES WITHIN THE EASEMENT. THE TOWN OF ELIZABETH RESERVES THE RIGHT TO ENTER THIS EASEMENT AT ANY LOCATION, AND AT ANY TIME, IN THE EVENT THAT THE OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES HAS NOT BEEN PROVIDED. THE COST OF THE TOWN OF ELIZABETH'S MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1, 2, AND 3.

DRAINAGE NOTES:

1. THE DETENTION POND LOCATED ON LOT 1 TO BE UTILIZED FOR MANAGEMENT OF STORMWATER RUNOFF FROM LOTS 1, 2, AND 3.
2. THE DETENTION POND WILL BE MAINTAINED BY THE OWNERS OF LOTS 1, 2, AND 3.

LAND USE SUMMARY TABLE

	AREA (SQ. FT.)	AREA (ACRE)	%
LOTS	30,985	0.711	99.97%
TRACTS	0	0.000	0.00%
RIGHT-OF-WAY	9	0.001	0.03%
TOTAL:	30,994	0.712	100.00%

TITLE VERIFICATION

I/WE _____, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

_____ _____
DATE COMPANY NAME

SURVEYOR'S CERTIFICATE

I, SAMUEL L. GALLUCCI III, 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 OCTOBER 12, 2022, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING 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
SAMUEL L. GALLUCCI III

SURVEYOR #38584

PLANNING COMMISSION

THE FINAL PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON :_____.

_____
CHAIR, PLANNING COMMISSION

BOARD OF TRUSTEES

LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #_____.

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER.

STATE OF COLORADO)
) SS
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 _____.

_____
COUNTY CLERK AND RECORDER

ENGINEER:

Raptor Engineering, LLC
8620 Wolff Ct., Suite 105B
Westminster, CO 80031
(720) 774-7736

SURVEYOR:

EMK Consultants, Inc.
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
(303) 694-1520

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com
JOB NO. 13362

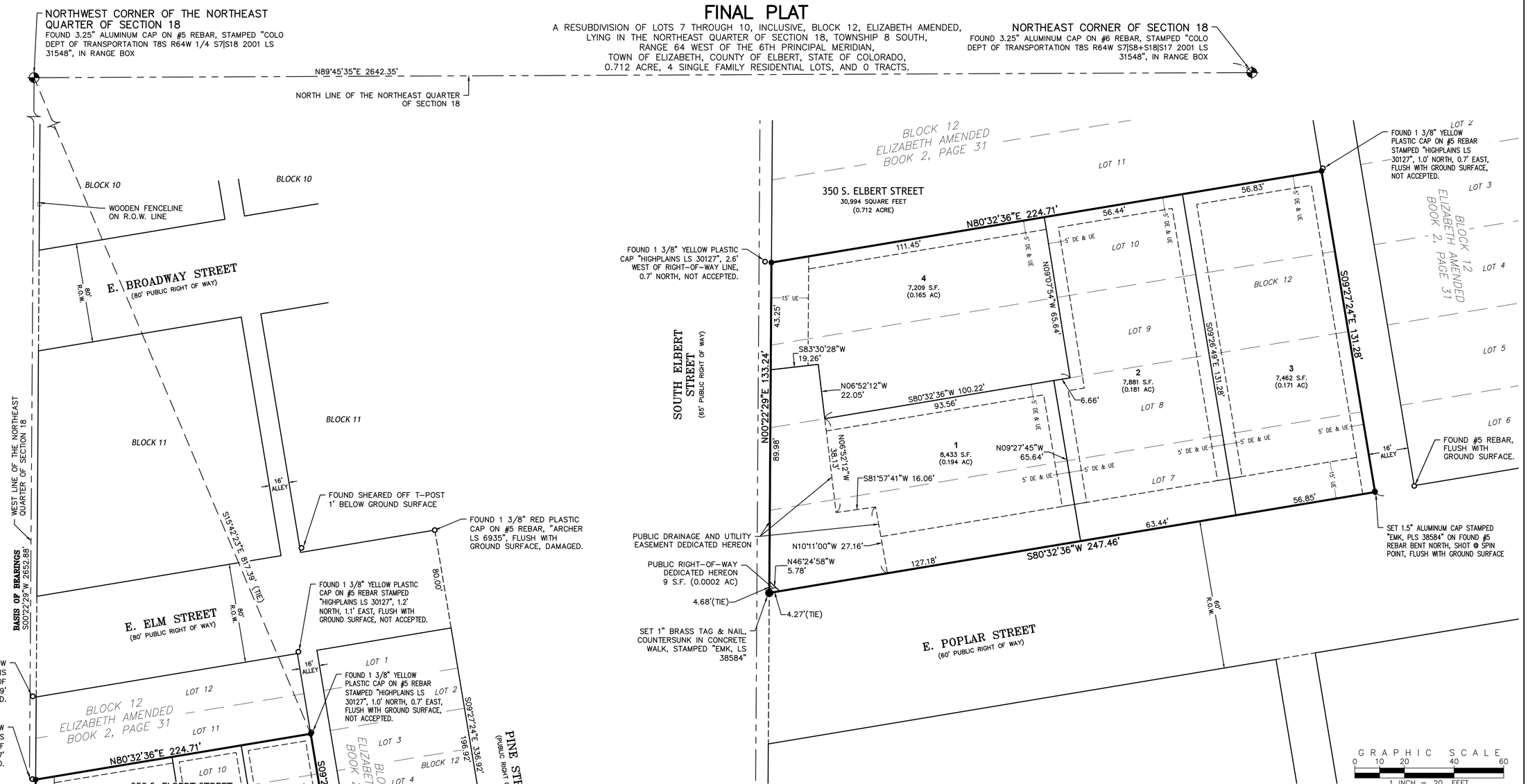
ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 1 OF 2

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.



NOTE:

IN JANUARY OF 2016, A SURVEY PLAT WAS PERFORMED AND CERTIFIED BY KEITH WESTFALL, PLS 30127. THE ONLY PROPERTY PIN WAS A #5 REBAR AT THE SOUTHEAST CORNER. THE SUBJECT PROPERTY WAS THEN MONUMENTED ON THE OTHER THREE CORNERS PER THAT SURVEY PLAT. HOWEVER, NO OTHER EXPLANATION OR EVIDENCE IS SHOWN AS TO THE RESOLUTION OF THE BOUNDARIES ON SAID SURVEY PLAT. THE NORTH AND SOUTH LINES EXCEED THE PLATTED DISTANCES BY 30-40 FEET. THE EAST LINE WAS SET PER RECORD DISTANCE, BUT THE SOUTH AND NORTH LINES WERE NOT.

ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PROPERTY CORNER PIN LIES 2.6 FEET INTO THE RIGHT-OF-WAY OF SOUTH ELBERT STREET (AS DOES A SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, AMENDED THAT SHOWS A SMALL GAP BETWEEN THE ALIQUOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
— —	EXISTING LOT LINE
- - - -	PROPOSED EASEMENT
———	PROPOSED LOT LINE
◆	LAND CORNER FOUND AS NOTED
○	FOUND MONUMENT AS NOTED
●	SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON 18" LONG #5 REBAR, UNLESS OTHERWISE NOTED

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com
JOB NO. 13362

ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 2 OF 2

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 05/11/22

NAME OF PROJECT: 350 Elbert st. Minor Subdivision

NAME OF APPLICANT: Michael B. Patterson / MBP Enterprises inc.

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 350 Elbert st. Elizabeth CO. 80107.

SECTION: 18 TOWNSHIP: 8 RANG E: 64SUBDIVISION: ELIZABETH A MENDED BLOCK: 12 LOT: 7 AND:- LOT: 8 AND:- LOT: 9 AND:- LOT: 1 0

Please check the appropriate item(s):

____REZONE
____PUD (planned unit development)
____VARIANCE
____SITE PLAN
____PLAT
____MINOR PLAT/REPLAT
____SUBDIVISON
____OTHER
____USE BY SPECIAL REVIEW
____ANNEXATION
X MINOR SUBDIVISION

PRESENT ZONING: CMU

AREA IN ACRES: 0.62

PROPOSED ZONING: SFD

PRESENT USE:

PROPOSED # OF LOTS (if applicable): 4

PROPOSED GROSS FLOOR AREA (if applicable): ~5,500sqft

***PROPERTY OWNER**

NAME: MBP Enterprises Inc.

ADDRESS: 8888 Inspiration Dr.
Parker, CO. 80138

TELEPHONE #: 303-829-6001

EMAIL:

SIGNATURE OF OWNER

N/A
SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: Michael B. Patterson

ADDRESS: 8888 Inspiration Dr.
Parker, CO. 80138

TELEPHONE #: 303-829-6001

EMAIL: brian@cashforhousescolorado.com

SIGNATURE OF APPLICANT

N/A
SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 11TH day of MAY, 20 22.
My commission expires
11/08/2023

Notary

HENRY ORDONEZ PASILLAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194042622
MY COMMISSION EXPIRES 11/08/2023

August 18th, 2023

TO:
Town of Elizabeth

Project Overview Letter

The proposed project at 350 Elbert Street proposes to subdivide the existing property into (4) separate lots.

The existing structure and drive will remain as (1) lot.

The (3) empty lots are proposed to have prefabricated homes and garages placed on them, each with individual drives.

The site will mitigate all increased flows and runoff with an onsite above ground extended detention basin, which will outfall at the same rate of existing flows into the existing storm infrastructure.

The following construction activities will occur:

- Clearing of lot for proposed structures and construction
- Excavation to install new water, sewer and storm infrastructure.
- New electrical service to proposed buildings
- Construction/placement of prefabricated structures
- Landscaping

8620 Wolff Ct, Suite 105B
Westminster, CO 80031
720.774.7736
www.raptor-civil.com

Narrative for Use-by-Special Review

The Elbert Street Subdivision proposes to create 4 new lots, with 4 residential units – 1 existing and 3 proposed. This proposal is in accordance with Sec. 16-9-20 – Criteria for approval as displayed below:

(1) This proposal will be in harmony and compatible with the character of the surrounding areas and neighborhood, as it is all residential and proposing new residential units.
(2) Will not result in an over-intensive use of land, as the only additional structures will be single family homes.
(3) Will not have a material adverse effect on community capital improvement programs, as the improved sidewalks on both Elbert St and E Poplar St are to remain.
(4) Will not require a level of community facilities and services greater than is available, since there are only 3 new proposed single family homes.
(5) Will not result in undue traffic congestion or traffic hazards, since the number of new residents will not be significantly increasing with this development.
(6) Will not cause significant air, water, or noise pollution with the small number of homes.
(7) Will be adequately landscaped, buffered, and screened in accordance with all Town of Elizabeth standards.
(8) Will not be otherwise detrimental to the health, safety or welfare of present or future inhabitants of the Town, but rather improve these with the addition of new residents to the area.

The Elbert Street Subdivision will create a small number of homes, which will bring new sources of residents and revenue to a residential area.

September 9th, 2023

TO:
Town of Elizabeth

Alphabetical List of Adjacent Property Owners

Davis, Kristine K
- Gould, Jeffery
- Woods, Floyd

8620 Wolff Ct, Suite 250
Westminster, CO 80031
720.774.7736
www.raptor-civil.com

Attachment 1

ELIZABETH FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE
* Fee rate determined based on the year of building permit issuance

Effective January 1, 2017

Residential Units		**Commercial Units**	
Unit Type	Fee Per Housing Unit	Land Use Type	Fee Per 1000 Square Foot of Floor Area
Single Unit	$858.20	Commercial	$425.60

Effective January 1, 2018

Residential Units		**Commercial Units**	
Unit Type	Fee Per Housing Unit	Land Use Type	Fee Per 1000 Square Foot of Floor Area
Single Unit	$1042.10	Commercial	$516.80

Effective January 1, 2019

Residential Units		**Commercial Units**	
Unit Type	Fee Per Housing Unit	Land Use Type	Fee Per 1000 Square Foot of Floor Area
Single Unit	$1226	Commercial	$608

Attachment 2

ELIZABETH FIRE PROTECTION DISTRICT
IMPACT FEE FORM

Developer Information			
Development Company	MBP Enterprise	State of Incorporation	
Address	8888 Inspiration Drive Parker, CO 80138		
Telephone	303-829-6001	Fax	
Contact Person			
Name	Michael Patterson	Title	
Telephone	303-829-6001	Cell Phone	
Email Address	brian@cashforhousescolorado.com		
Development Information			
Name of Development	350 Elbert Street	Location (Address or Cross Streets)	

Residential Units		**Commercial Square Footage**	
2017 Single Unit at time of building permit ($858.20 per unit)		2017 Commercial at time of building permit ($425.60 per 1000 square foot)	
2018 Single Unit at time of building permit ($1042.10 per unit)		2018 Commercial at time of building permit ($516.80 per 1000 square foot)	
2019 Single Unit at time of building permit ($1226 per unit)	2 x $1,226.00 = $2452.00	2019 Commercial at time of building permit ($608 per 1000 square foot)	

Impact Fee
Check one: ☐ No impact fee owed or ☑ Impact fee owed
If applicable: ☐ An in-kind contribution will be made in lieu of paying an impact fee. Description of the in-kind contribution (attach additional information):

The developer and the Elizabeth Fire Protection District ("***District***") hereby attest that they conferred regarding whether, under the District's applicable Impact Fee Schedule: (a) an impact fee is owed in connection with the developer's proposed new development; (b) if owed, the amount of the impact fee; and, (c) whether the developer will make an in-kind contribution to the District instead of paying an impact fee.

The developer must submit this signed Impact Fee Form with the other documentation required by the Town of Elizabeth ("***Town***") as part of its development permit application process. If the Town denies the application, the developer is not required to pay the impact fee or make an in-kind contribution to the District. If the Town grants the application and issues a development permit, the developer must pay the impact fee or make the in-kind contribution to the District prior to the issuance of any building permit.

DEVELOPER:

MBP Enterprises inc.
By: Michael B. Patterson

Date: 8/15/2023

ELIZABETH FIRE PROTECTION DISTRICT:

By: Kara Gerczynski

Date: 11/28/2022

Attachment 2

FOR DISTRICT USE ONLY:

Impact fee in the amount of $_____ paid on _____, 20_____

or

In-kind contribution of (briefly describe) _____
made on _____, 20_____

District Signature: _____ Date: _____

Printed Name: _____

SPECIAL WARRANTY DEED

State Doc Fee: $41 58
Recording Fee: $10.00

THIS DEED, is dated this 22nd day of December, 2021, and is made between (whether one, or more than one),

Weaver 350, LLC

the "Grantor", of the County of Elbert and State of Colorado and

MBP Enterprises, Inc.

(whether one, or more than one), the "Grantee",

whose legal address is 350 South Elbert St, Elizabeth, CO 80107 of the said County of Elbert and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of ($415,750.00) Four Hundred Fifteen Thousand Seven Hundred Fifty Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property together with any improvements thereon located in the County of Elbert and State of Colorado described as follows:

Lots 7, 8, 9 and 10, all in Block 12, Elizabeth Amended, also commonly known as the Town of Elizabeth Amended, County of Elbert, State of Colorado.

also known by street and number as: 350 South Elbert St., Elizabeth, CO 80107

TOGETHER with all and singular the hereditaments and appurtenances there unto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a)

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Weaver 350, LLC

Curtis Weaver

By Curtis Weaver Member OF THE WEAVER 350, LLC

State of California
County of RIVERSIDE

The foregoing instrument was acknowledged before me this 20th day of DECEMBER, 2021 by Curtis Weaver Member of the Weaver 350, LLC .

Witness my hand and official seal.

Christine D. Wixon

Notary Public: CHRISTINE D. WIXON
My commission expires: FEB. 28, 2024

CHRISTINE D. WIXON
Notary Public - California
Riverside County
Commission # 2320374
My Comm. Expires Feb 28, 2024

File Number 662621
CO Statutory Special Warranty Deed

FIRST INTEGRITY
TITLE COMPANY

TITLE DEPARTMENT – DELIVERY TRANSMITTAL

Closing Location:
4610 S. Ulster Street, Suite 100
Denver, CO 80237
Phone: (303)209-0312 Fax: (303)648-4238

Order No.:	103-2504462-T
Property Address:	350 South Elbert Street, Elizabeth, CO 80107
Buyer(s)/Borrower(s):	N/A
Seller(s):	MBP Enterprises Inc., a Colorado corporation

BUYER/BORROWER

N/A
Delivered Via Email

SELLER

MBP Enterprises Inc., a Colorado corporation
Delivered Via Agent

Above is a list of clients to whom the attached materials have been delivered. First Integrity Title Company has several office locations in which to serve you. The location noted on the commitment may not be your closing location. Please contact the closer below to confirm the closing destination as well as any inquiries or questions you may have. We sincerely thank you for your business and look forward to serving you.

Escrow Team:

Dawn Alexander
E-Mail Address: Dawn@firstintegritytitle.com
Phone: (303) 209-0332
4610 S. Ulster Street, Suite 100
Denver, CO 80237

Teresa Cain
E-Mail Address: Teresa@firstintegritytitle.com
Phone: (303) 209-0306
4610 S. Ulster Street, Suite 100
Denver, CO 80237

WIRE INSTRUCTIONS:

Bank Name:	**Bank of Colorado**
Bank Address:	**1601 19th Street, Suite 130, Denver, CO 80201**
ABA NO.:	**107002448**
ACCOUNT:	**2001145558**
CREDIT:	**First Integrity Title Company**
REFERENCE:	**103-2504462-T**

All Cashier's Checks must be payable to:
First Integrity Title Company

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

CHICAGO TITLE INSURANCE COMPANY

First Integrity Title Company

Virginia Banks

Virginia Banks

By: Michael J. Nolan
President

ATTEST: Marjorie Nemzura
Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I-Requirements; and
f. Schedule B, Part II-Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I-Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **First Integrity Title Company**
Loan ID No.:
Commitment No.: 103-2504462-T
Property Address: 350 South Elbert Street, Elizabeth, CO 80107

SCHEDULE A

1. Commitment Date: **July 28, 2025**
2. Policy to be issued: **Premium**

   a. ALTA Owners Policy (07/01/2021) **$0.00**
   Proposed Insured:
   Proposed Amount of Insurance: $0.00
   The estate or interest to be insured: Fee Simple

Endorsements:

Additional Title Charges:

Search - Update fee **$50.00**

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   MBP Enterprises Inc, a Colorado corporation

5. The Land is described as follows:

   SEE SCHEDULE C ATTACHED HERETO

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

6. Receipt by the Company of the appropriate affidavit and indemnity executed by the owners of the subject property.

THE PARTIES INVOLVED IN THE TRANSACTION MUST INFORM THE COMPANY, IN WRITING, IF ANY PORTION OF THE PROPERTY WILL BE USED IN CONNECTION WITH THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA.

NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT PERMITTED TO PROVIDE ESCROW SERVICES OR TITLE INSURANCE FOR ANY TRANSACTION INVOLVING REAL PROPERTY THAT IS ASSOCIATED WITH THESE ACTIVITIES.

End of Schedule B, Part I

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SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights, interest or claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown by the public records.

4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.

5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.

6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.

7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.

8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

9. COVENANTS, TERMS, CONDITIONS, PROVISIONS, EASEMENTS, AGREEMENTS, STIPULATIONS, NOTES, BURDENS, OBLIGATIONS, RESTRICTIONS, RIGHTS OF WAY, LIEN RIGHTS (IF ANY) AND ANY/OR ALL AMENDMENTS THERETO, WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, SET FORTH ON THE PLAT OF ELIZABETH AMENDED RECORDED AUGUST 31, 1888 IN BOOK 2 AT PAGE 31

10. DEED OF TRUST FROM MBP ENTERPRISES INC TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE BENEFIT OF CURTIS R. WEAVER TO SECURE AN INDEBTEDNESS IN THE PRINCIPAL SUM OF $350,750.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY, DATED DECEMBER 22, 2021 AND RECORDED ON DECEMBER 23, 2021 AT RECEPTION NO. 615402 IN BOOK 823 PAGE 829.

11. ITEM INTENTIONALLY DELETED.

12. ITEM INTENTIONALLY DELETED.

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13. ITEM INTENTIONALLY DELETED.

14. ITEM INTENTIONALLY DELETED.

15. ITEM INTENTIONALLY DELETED.

End of Schedule B, Part II

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SCHEDULE C
(Exhibit A)

The Land referred to is described as follows:

Lots 7, 8, 9 and 10, all in Block 12, Elizabeth Amended, also commonly known as the Town of Elizabeth Amended, County of Elbert, State of Colorado.

For information purposes only: 350 South Elbert Street, Elizabeth, CO 80107
APN/Parcel ID: 8418113003

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

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FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed
We may disclose your Personal Information and Browsing Information in the following circumstances:
- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv. us.

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Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

First Integrity Title Company

PRIVACY POLICY

Committed to Protecting Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, **First Integrity Title Company** has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

b. Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

c. Information about your transactions with us, our agents, or others; and

d. Information we receive from a consumer-reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (I) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for giving us the opportunity to provide your closing and settlement services.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording Whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an Owner's Policy of Title Insurance and is responsible for the recording and The Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 1 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single-family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers".
- If the sales price of the subject property exceeds $100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to the requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers' legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
    - The subject property may be located in a special taxing district.
    - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy, the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

EXHIBIT B: REFERRAL AGENCY COMMENT APPROVALS

From:	Brooks Kaufman
To:	Nolan Stuart; Travis Reynolds
Cc:	Erica Engelhard; Josue Loma; Michael Patterson; tvodopich@liveyourcore.com; Kara Gerczynski; Alexandra Cramer; "Michael DeVol"; Jason Hudson; Sam Gallucci
Subject:	RE: 350 Elbert Street - remaining comments
Date:	Monday, April 14, 2025 7:36:03 AM
Attachments:	image003.png image004.png image005.png image006.png image007.png image008.png image009.png image010.png

---

Good morning Nolan

CORE Electric Cooperative approves the final plat.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 **MAIN**
720.733.5493 **DIRECT**
303.912.0765 **MOBILE**

www.core.coop.

ELECTRIC COOPERATIVE

The Energy to Thrive™

Book time to meet with me

From: Nolan Stuart <nolan@raptor-civil.com>
Sent: Friday, April 11, 2025 5:12 PM
To: Travis Reynolds <treynolds@safebuilt.com>
Cc: Erica Engelhard <erica@raptor-civil.com>; Josue Loma <jloma@safebuilt.com>; Michael Patterson <brian@cashforhousescolorado.com>; tvodopich@liveyourcore.com; Kara Gerczynski <kara@elizabethfire.org>; Alexandra Cramer <acramer@townofelizabeth.org>; Brooks Kaufman <BKaufman@core.coop>; 'Michael DeVol' <mdevol@townofelizabeth.org>; Jason Hudson <jhudson@emkc.com>; Sam Gallucci <sgallucci@emkc.com>
Subject: RE: 350 Elbert Street - remaining comments

From:	Martin Metsker
To:	Josue Loma
Cc:	Travis Reynolds
Subject:	RE: 350 S Elbert St - Town of Elizabeth
Date:	Wednesday, July 9, 2025 9:21:01 AM

Looks good to us, we have no further comments.

From: Josue Loma <jloma@safebuilt.com>
Sent: Wednesday, July 2, 2025 3:38 PM
To: Martin Metsker <mmetsker@terracinadesign.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: 350 S Elbert St - Town of Elizabeth

Good afternoon, Martin,

We received a revised submission from the applicants that is linked via Dropbox.

Please review the revised submission, and please let us know if this addresses your comments.

Thank you again for your collaboration on this project.

Best regards,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 720.346.2145

From: Martin Metsker <mmetsker@terracinadesign.com>
Sent: Tuesday, June 17, 2025 7:24 AM
To: Josue Loma <jloma@safebuilt.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: 350 S Elbert St - Town of Elizabeth

Josue,

Here are our review comments.

Upon updating the plans per below, the Owner/Engineer should submit (PDF) sealed/certified copies of the plans and Drainage report.

1) Final Plat - we do not believe that the use of the word "OWNED" is proper under DRAINAGE NOTES - note #2, located on the cover sheet, as the detention pond is fully located and appears to be fully owned by the owner of Lot 1. The remaining portion of the note regarding Maintenance is acceptable.

2) We apologize for not previously noticing that the Owner/Developer statement and signature needs to be included within the Drainage report.

From: Josue Loma <jloma@safebuilt.com>
Sent: Monday, June 16, 2025 8:22 AM
To: Martin Metsker <mmetsker@terracinadesign.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: 350 S Elbert St - Town of Elizabeth

Hi Martin,

Reaching out to share Nolan's recent submittal for the minor development subdivision at 350 S Elbert St. Based on our meeting (5/9/25), does this version address all outstanding concerns?

Travis and I are available to talk through any questions from 6/16 to 6/19, with our goal being to get this wrapped up for the Town and scheduled for a public hearing asap.

Thanks for your help!

Best regards,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 720.346.2145

From:	Greg Toles
To:	Josue Loma
Subject:	RE: [External] REFERRAL - Town of Elizabeth - 350 S Elbert St
Date:	Wednesday, February 8, 2023 12:37:39 PM
Attachments:	image001.png image002.png

Josue,

The plat I shared with you is Elizabeth Amendment 1 not B823 P828. This book/page is for the special warranty deed. If Zach has evidence of any other modifications to the parcel's boundaries, please have him share them with me. As it stand now, the dimensions used in the review does not match the dimensions of the property.

Thanks,

Greg Toles
GIS Analyst
Assessor's Office
303-621-3111
greg.toles@elbertcounty-co.gov

From: Josue Loma <jloma@safebuilt.com>
Sent: Wednesday, February 8, 2023 12:04 PM
To: Greg Toles <Greg.Toles@elbertcounty-co.gov>
Subject: RE: [External] REFERRAL - Town of Elizabeth - 350 S Elbert St

Hello Greg,

When I review the Elbert County GIS, I noted that the subdivision this parcel was recorded as ELIZABETH AMEND 1 and is part of Bk:823 Pg:828 Rec#615401. Is this the plat you shared with me?

Unfortunately, I do not have a copy of this plat (Elizabeth Amend 1); however, Zach Higgins is working on the subdivision plat application separately and will likely have this record. In addition, as they are reviewing the plat separately from this Special Review, we will want to ensure that the dimensions being shared are matching.

I can reach out to Zach within the next couple of days and will include you in that conversation.

Thank you,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 720.346.2145

From: Greg Toles <Greg.Toles@elbertcounty-co.gov>
Sent: Wednesday, February 8, 2023 11:29 AM

To: Josue Loma <jloma@safebuilt.com>
Subject: RE: REFERRAL - Town of Elizabeth - 350 S Elbert St

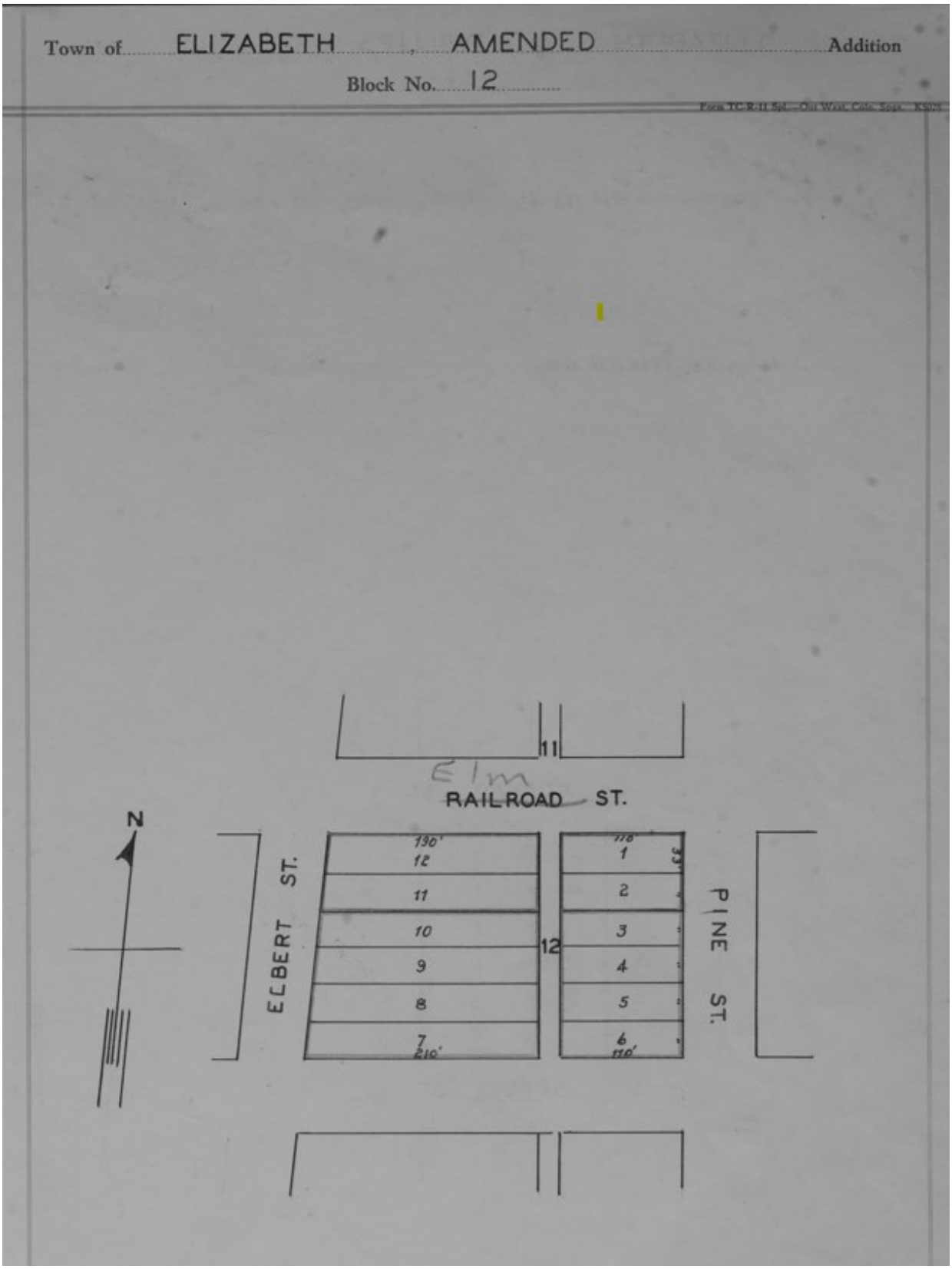
Attached is the full plat (Elizabeth Amended)

Greg Toles
GIS Analyst
Assessor's Office
303-621-3111
greg.toles@elbertcounty-co.gov

From: Greg Toles
Sent: Wednesday, February 8, 2023 11:18 AM
To: Josue Loma <jloma@safebuilt.com>
Subject: RE: REFERRAL - Town of Elizabeth - 350 S Elbert St

Josue,

The last plat I have (Elizabeth Amended) for this area shows that the southern border is only 210' and the eastern border is only 132'. Is there another plat from the town that did not get recorded.



Greg Toles
GIS Analyst
Assessor's Office

303-621-3111
greg.toles@elbertcounty-co.gov

From: Josue Loma <jloma@safebuilt.com>
Sent: Tuesday, February 7, 2023 3:58 PM
Cc: Greg Toles <Greg.Toles@elbertcounty-co.gov>; Assessor Mailbox <Assessor@elbertcounty-co.gov>; coloradoes@fws.gov; matt@stolfusandassociates.com; elizabeth@stolfusandassociates.com; mseitz@hrswater.com; Stacey Rinehart <Stacey.Rinehart@elbertcounty-co.gov>; timothy.bilobran@state.co.us; mike@elizabethpr.com; kara@elizabethfire.com; BKaufman@Irea.Coop; kevin.houck@state.co.us; kiel.g.downing@usace.army.mil; Christina Stanton <Christina.Stanton@elbertcounty-co.gov>; mdevol@townofelizabeth.org; srabe@townofelizabeth.org; randerson@jvajva.com; Jason.McKune@blackhillscorp.com; Scott Pease, PE <pease@corecivil.com>; Tim Norton <Tim.Norton@elbertcounty-co.gov>; brian.hyde@state.co.us; director@pplibraries.org; Nicholas.m.games@usps.gov; Randy Baca <rbaca@safebuilt.com>; Zach Higgins <zhiggins@townofelizabeth.org>; Travis Reynolds <treynolds@safebuilt.com>; t.clark@elizabethfire.org; rbrooks@esdk12.org
Subject: [External] REFERRAL - Town of Elizabeth - 350 S Elbert St

SUBJECT: Town of Elizabeth – 350 S Elbert St – Uses by Special Review

PROJECT NAME: 350 S Elbert St

LEGAL DESCRIPTION: Legal Description – Block 12, Lots 7-10 | Elizabeth Amend 1 Subdivision, as recorded in Elbert County, CO

PROJECT LOCATION: NE Corner of S Elbert Street and Poplar Street, Elizabeth, Colorado | Google Maps

APPLICATION TYPE: Special Review Use – See Article IX, Uses Permitted by Special Review. *Please note that there is a current subdivision plat application under review to reconfigure the above lots.

APPLICANT: Michael Patterson, (303) 829-6001 | brian@cashforhousescolorado.com on behalf of MBP Enterprises Inc.

CASE MANAGER: Josue Loma (he/him), on behalf of the Town of Elizabeth and Zach Higgins

COMMENTS DUE: Monday, March 6, 2023

The Town of Elizabeth has received a Use by Special Review application to develop three residential units with a full spectrum detention pond on an existing lot that is zoned as Commercial Mixed-Use (CMU). A concurrent subdivision application is being processed with the Town. The existing structures on the property include one single-family dwelling with a detached garage.
Click HERE to access submittal documents

Please review and provide comments by replying to this email by the due date above so that we may give full consideration to your comments. Don't hesitate to let me know if you need to request an extension, so we may also communicate it to the applicant. If you have any questions about this application, please contact me.

Thank you,

From:	Travis Reynolds
To:	Josue Loma
Subject:	FW: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St
Date:	Tuesday, July 29, 2025 5:10:09 PM
Attachments:	image003.png

Travis Reynolds, AICP

Colorado Planning Manager

SAFEbuilt.

office: 303-912-7153 | **cell:** 303-912-7153

1700 Lincoln Street, 17th Floor, Denver, CO 80203

treynolds@safebuilt.com

safebuilt.com

Connect with Us on LinkedIn

INTEGRITY | IMPROVEMENT | SERVICE | TEAMWORK | RESPECT

From: Michael DeVol <mdevol@townofelizabeth.org>
Sent: Wednesday, February 19, 2025 1:05 PM
To: Scott Pease <spease@liveyourcore.com>
Cc: Tyler Vodopich <TVodopich@liveyourcore.com>; Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Scott,
Thank you for the inclusion. Yes, I have reviewed the Water and Sanitary services and Mainline work and tie-in's, and they have satisfied everything there.
Thank you,

Mike Devol
Public Works Director
Town of Elizabeth
GCWWTP Operations
mdevol@townofelizabeth.org
303-913-6453

From: Scott Pease <spease@liveyourcore.com>
Sent: Wednesday, February 19, 2025 12:23 PM
To: Michael DeVol <mdevol@townofelizabeth.org>
Cc: Tyler Vodopich <TVodopich@liveyourcore.com>; Travis Reynolds <treynolds@safebuilt.com>
Subject: Fw: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Mike - im not sure if you got this review sent to you or not - its due back to the Town on Friday with Travis Reynolds being the primary plan review coordinator. Im sending my redlines out today and i will make sure that you are CC'd on the redlines.

From: Tyler Vodopich <TVodopich@liveyourcore.com>
Sent: Monday, February 17, 2025 12:14 PM
To: Scott Pease <spease@liveyourcore.com>
Subject: FW: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Hi Scott!

Been a while, I hope you are doing well. We received this review request from SafeBuilt for 350 S Elbert St which you have previously reviewed. Would you have availability to review and return before the end of this week?

CORE

TYLER VODOPICH, PE
Project Engineer

3473 S. Broadway, Englewood, CO 80113
Phone (303) 703-4444
TVodopich@liveyourcore.com \ liveyourcore.com

From: Josue Loma <jloma@safebuilt.com>
Sent: Friday, February 7, 2025 12:09 PM
To: Travis Reynolds <treynolds@safebuilt.com>
Cc: Tyler Vodopich <TVodopich@liveyourcore.com>; Brooks Kaufman <BKaufman@core.coop>; kara@elizabethfire.com; matt@stolfusandassociates.com

Subject: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Hello,

I am sharing the most recent submittal provided by the applicants for 350 S Elbert St that I served as the case manager; however, this project has now been transitioned to Travis Reynolds.

Please see application details below an note the review deadline of **Friday, February 21, 2025**:

Subject: REFERRAL - Town of Elizabeth - 350 S Elbert St
PROJECT NAME: 350 S Elbert St

LEGAL DESCRIPTION: Legal Description – Block 12, Lots 7-10 | Elizabeth Amend 1 Subdivision, as recorded in Elbert County, CO

PROJECT LOCATION: NE Corner of S Elbert Street and Poplar Street, Elizabeth, Colorado | Google Maps

APPLICATION TYPE: *Special Review Use (Article IX) and Minor Development (subdivision, Sec. 16-3-70)

*To ensure consistency in the review of this site, the Use by Special Review has been combined with the Minor Development application.

APPLICANT: Michael Patterson on behalf of MBP Enterprises Inc., (303) 829-6001 | brian@cashforhousescolorado.com

NEW CASE MANAGER: Travis Reynolds on behalf of the Town of Elizabeth.

COMMENTS DUE: Friday, February 21, 2025

The Town of Elizabeth has received a resubmittal for the Use by Special Review and Minor Development application to develop three residential units with a full spectrum detention pond on an existing lot that is zoned as Commercial Mixed-Use (CMU). The concurrent subdivision application is being combined for this referral. The existing structures on the property include one single-family dwelling with a detached garage.
The submittal may be located via **DropBox** due to the size of the submission – if you are unable to access the files, please let us know.

From:	Max Rusch
To:	Josue Loma
Subject:	RE: Referral 5: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St
Date:	Friday, May 2, 2025 8:21:39 AM
Attachments:	image001.png 4f877fb8-e384-4434-8ad1-172a438da824.png

---

Good morning Josue,

I've reviewed this submittal and have no comments related to the traffic or safety.

Thanks,

Max Rusch, PE, PTOE, RSP
Transportation Project Manager
Stolfus
Stolfus & Associates, Inc. | 5690 DTC Boulevard, Suite 330W | Greenwood Village, CO 80111
P: 303-221-2330 | max@stolfusandassociates.com

From: Matthew Brown <Matt@Stolfusandassociates.com>
Sent: Friday, April 18, 2025 12:00 PM
To: Max Rusch <max@Stolfusandassociates.com>
Subject: Fw: Referral 5: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Get Outlook for iOS

From: Josue Loma <jloma@safebuilt.com>
Sent: Friday, April 18, 2025 11:31:49 AM
To: Tyler Vodopich <tvodopich@liveyourcore.com>; Scott Pease <spease@liveyourcore.com>; Matthew Brown <Matt@Stolfusandassociates.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: Referral 5: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Hello,

We are sharing the most recent plat submittal provided by the 350 S Elbert St applicants.

*Please note, we are aiming to have this be the last submittal for an approvable plat. If there are any

outstanding comments from this round of review, we will be directing the applicant to connect with you directly for remedy.

Please see application details below and note the review deadline of **Friday, May 2, 2025**:

Subject: REFERRAL - Town of Elizabeth - 350 S Elbert St
PROJECT NAME: 350 S Elbert St

LEGAL DESCRIPTION: Legal Description – Block 12, Lots 7-10 | Elizabeth Amend 1 Subdivision, as recorded in Elbert County, CO

PROJECT LOCATION: NE Corner of S Elbert Street and Poplar Street, Elizabeth, Colorado | Google Maps

APPLICATION TYPE: *Special Review Use (Article IX) and Minor Development (subdivision, Sec. 16-3-70)

*To ensure consistency in the review of this site, the Use by Special Review has been combined with the Minor Development application.

APPLICANT: Michael Patterson on behalf of MBP Enterprises Inc., (303) 829-6001 | brian@cashforhousescolorado.com

NEW CASE MANAGER: Travis Reynolds on behalf of the Town of Elizabeth.

COMMENTS DUE: Friday, May 2, 2025

The Town of Elizabeth has received a resubmittal for the Use by Special Review and Minor Development application to develop three residential units with a full spectrum detention pond on an existing lot that is zoned as Commercial Mixed-Use (CMU). The concurrent subdivision application is being combined for this referral. The existing structures on the property include one single-family dwelling with a detached garage.
The submittal may be located via **DropBox** due to the size of the submission – if you are unable to access the files, please let us know.

EXHIBIT C: PUBLIC NOTICE

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the property upon which this sign is posted shall be considered at public hearings for use permitted by special review and final plat pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on August 5, 2025 at 6:30 p.m. and Board of Trustees on August 12, 2025 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND.

For publication in the Ranchland News on July 17, 2025.

NOTICE OF PUBLIC HEARINGS

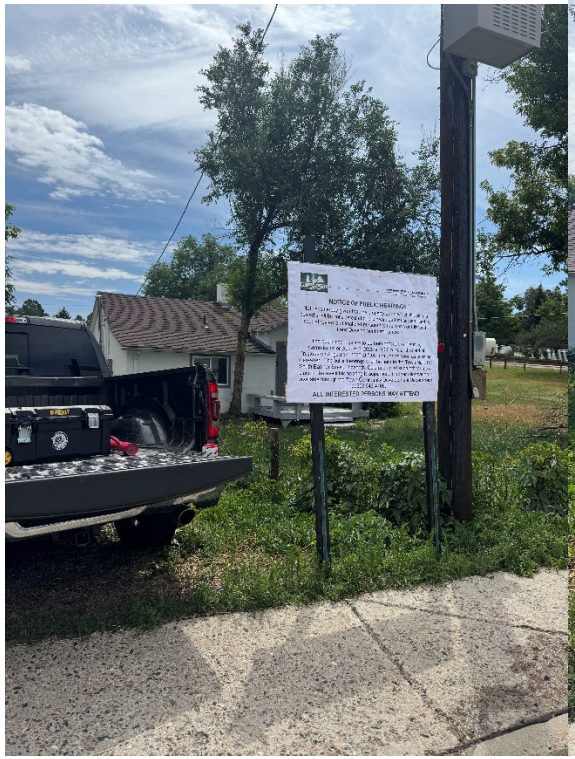
Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a final plat application for the project known as Elbert Street Subdivision on property described in Exhibit A and generally located on the northeast side of Poplar Street and Elbert Street pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on August 5, 2025 at 6:30 p.m. and Board of Trustees on August 12, 2025 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

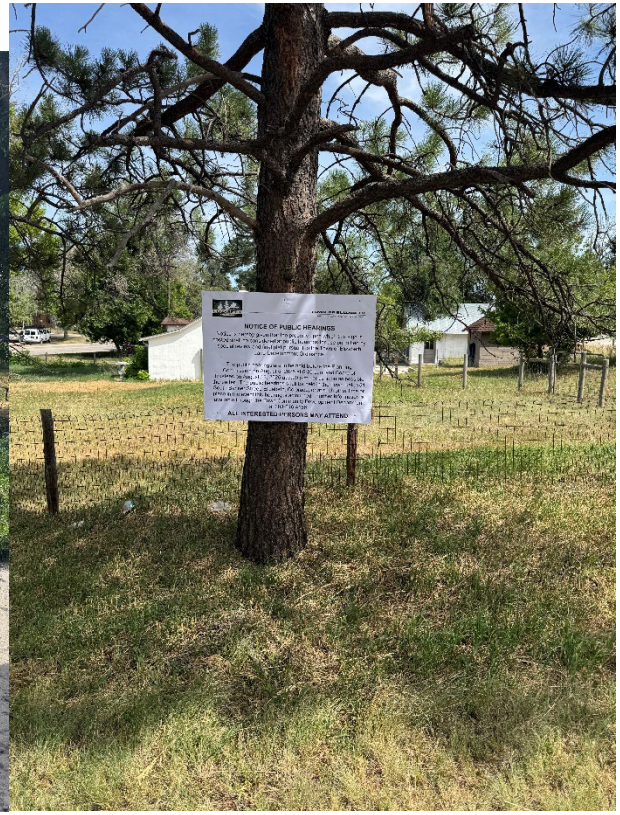
ALL INTERESTED PERSONS MAY ATTEND.

EXHIBIT A (legal description)

A resubdivision of Lots 7-10, Block 12, Elizabeth Amended, situated in the northeast quarter of Section 18, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.


NOTICE OF PUBLIC HEARINGS
ALL INTERESTED PERSONS MAY ATTEND

NOTICE OF PUBLIC HEARINGS
ALL INTERESTED PERSONS MAY ATTEND


NOTICE OF PUBLIC HEARINGS
ALL INTERESTED PERSONS MAY ATTEND

E Elm St
E Elm St
S Elbert St
S Elbert St
326
176
Pine St
Pine St
309
E Poplar St
E Poplar St
Dale C
425
425

statedarea	locnum	locunit	locpredir	OWNER	CARE OF	ADDRESS	CITY	STATE	ZIP
0.202	573			MYERS MATTHEW		PO BOX 2321	ELIZABETH	CO	80107
0.231	560		S	MARISCO RAPHAEL A	MARISCO MARIA	1916 MIDDLEFIELD RD	REDWOOD CITY	CA	94063
6.11				ELIZABETH TOWN BOARD		PO BOX 159	ELIZABETH	CO	80107-0159
0.2	133		E	ULIVIERI DAVIDE	JAGODA ROBIN	133 EAST CHESTNUT STREET	ELIZABETH	CO	80107
0.194	551			FSMS FAMILY TRUST		44374 SHENANDOAH COURT	ELIZABETH	CO	80107
0.214	523	A-C	E	WHITEHALL RENTALS INC		PO BOX 98	MATHESON	CO	80830
0.171	525			HARRIS WILLIAM E		525 DALE CT	ELIZABETH	CO	80107
0.242	473		S	MALACRIDA ANTHONY	MALACRIDA GRACE, et al.	473 S PINE ST	ELIZABETH	CO	80107
0.166	481		S	MANZANARES EDWINA T		481 SOUTH BANNER ST	ELIZABETH	CO	80107
3.283	433		S	TOWN OF ELIZABETH		PO BOX 159	ELIZABETH	CO	80107-0159
0.249	231		E	ELIZABETH SCHOOL DISTRICT		PO BOX 520	ELIZABETH	CO	80107-0520
0.242	451		S	CAMPBELL HELENANN		PO BOX 1754	ELIZABETH	CO	80107
0.491	476	A-C	S	REYNOLDS NICOLLE A		476 ELBERT ST	ELIZABETH	CO	80107
0.519	175	101-106	E	FITZGERALD PARK CONDOS LLC		PO BOX 1684	ELIZABETH	CO	80107
0.166	459		S	SCHAUER CHRISTINA	SILVERMAN SYRINA HALEN	459 S BANNER ST	ELIZABETH	CO	80107
0.242	425		S	RAGAN JERRY		27202 PINE VISTA CIR	KIOWA	CO	80117
0.25	226		E	KLINGBEIL ALISON		PO BOX 1537	ELIZABETH	CO	80107
0.166	417		S	MUZEK BUCK MAUREEN	BUCK MICHAEL	PO BOX 1838	ELIZABETH	CO	80107
0.3	420		S	SCHRODER MICHAEL LEE		18473 W MARCONI AVE	SURPRISE	AZ	85388
0.216	173		W	OSTLER ROBERT J	REMINGTON SADIE JAYNE, et al.	173 POPLAR ST	ELIZABETH	CO	80107
0.216	153		W	CHERRY VALLEY CONSTRUCTION LLC		PO BOX 477	ELIZABETH	CO	80107-0477
0.144	147		W	HARTMANN JENNIFER		36532 FOREST TRAIL	ELIZABETH	CO	80107
0.144	139		W	BUNKER STEVEN S		139 W POPLAR STREET	ELIZABETH	CO	80107
0.288	133		W	HEIRENDT LUKE D	HEIRENDT JANELLE M	133 W POPLAR ST	ELIZABETH	CO	80107
0.215	119		W	RAO ASHLEY	RAO RAHUL	119 W POPLAR ST	ELIZABETH	CO	80107
0.616	350		S	MBP ENTERPRISES INC		350 S ELBERT ST	ELIZABETH	CO	80107
0.333	309		E	GOULD JEFFREY		309 E POPLAR ST	ELIZABETH	CO	80107
0.333	249		E	PASTINE CRAIG T	PASTINE L JEANNETTE	30 MEMMEN DR	CASTLE ROCK	CO	80104
0.293	326		S	DAVIS KRISTINE K		PO BOX 2265	ELIZABETH	CO	80107
0.324	378		S	COWLEY ROBERT R		40900 WIND SPIRIT LN	PARKER	CO	80138-4758
0.216	172		W	JAHNZ NICHOLAS B	JAHNZ CHRISTINA RAQUEL	172 ELM ST	ELIZABETH	CO	80107
0.167	327		S	SECRETARY OF VETERANS AFFAIRS		3401 WEST END AVE STE 760A	NASHVILLE	TN	37203
0.215	168		W	HAWKSLEY JUSTIN THOMAS	GAFFIGAN GENEVIEVE ELIZABETH	168 ELM STREET	ELIZABETH	CO	80107
0.287	148		W	TAYLOR CHRISTOPHER		PO BOX 2242	ELIZABETH	CO	80107
0.17				TURN 2 DEVELOPMENT LLC		PO BOX 2586	ELIZABETH	CO	80107
0.18	114		W	BEIGHEY MAUREEN		PO BOX 382	ELIZABETH	CO	80107-0382
0.169	345		S	CORNELL DUNCAN R	CORNELL TAYLOR C	28450 STATE HIGHWAY 86	SIMLA	CO	80835
0.167				ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.5	325		S	ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.277	324		E	EVELETH STEVEN GEORGE		324 E ELM ST	ELIZABETH	CO	80107
0.167	265		S	GEIGER KALEB	GEIGER DALANEY, et al.	265 S PINE STREET	ELIZABETH	CO	80107-5116
0.167	275		E	ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.215	167		W	WILSON KEITH		PO BOX 2502	ELIZABETH	CO	80107
0.167	277		E	ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.287	153		W	PURCELL TANNER	PURCELL AMANDA	6619 CATALPA CT	FREDERICK	CO	80530
0.287	125		W	TABERT KELLY	FECHTER MORGAN	6119 KING CT	PARKER	CO	80134
0.287	107		W	ROSENBERG JONATHON		107 W ELM ST	ELIZABETH	CO	80107
0.167	250		S	CARNEGIE WILLIAM	CARNEGIE MARY	1546 DAHLIA ST	DENVER	CO	80220
0.744	226		S	TOWN OF ELIZABETH		PO BOX 159	ELIZABETH	CO	80107-0159
0.333	233		S	WORKMAN DANNY L	WORKMAN WANDA G	PO BOX 52 233 PINE ST	ELIZABETH	CO	80107
0.167	202		S	FAIRSERVICE KARLI A	AGUILAR GLAUB GUNTHER B	3961 LAZY K DRIVE	CASTLE ROCK	CO	80104
0.333	213		S	WAGNER MATTHEW G		PO BOX 863	ELIZABETH	CO	80107
0.143	146		W	ERJAVEC TARA A		146 W BROADWAY ST	ELIZABETH	CO	80107-7555
0.143	134		W	HARRISON GARY NELSON	HARRISON CONNIE G	134 WEST BROADWAY STREET	ELIZABETH	CO	80107
0.143	128		W	SCHMIDT AMY L		128 W BROADWAY ST	ELIZABETH	CO	80107-7555
0.143	122		W	GARRETT TAYLOR		122 WEST BROADWAY STREET	ELIZABETH	CO	80107
0.287	235		S	WOLNER JOHN M	SCHUTTER RHONDA A	235 S ELBERT	ELIZABETH	CO	80107
0.214	133		E	SABO JOHN P		133 E BROADWAY ST	ELIZABETH	CO	80107
0.167	191		S	A AND M PROPERTY LLC		616 CONESTOGA RD	FRANKTOWN	CO	80116
0.167	188		S	PLATERO JOAQUIN ALFONSO	PLATERO SARAH ELIZABETH	107 PRAIRIE FALCON PARKWAY	BRIGHTON	CO	80601
0.204	152		S	ARANIA LLC		124 S ELBERT ST	ELIZABETH	CO	80107
0.333	131		S	STINNETTE IDA	C/O DONALD R STINNETTE	PO BOX 513	WILBUR	WA	99185
4.237	589		S	ELIZABETH SCHOOL DISTRICT		PO BOX 520	ELIZABETH	CO	80107-0520

AFFIDAVIT OF COMPLIANCE WITH ELIZABETH MUNICIPAL CODE SECTION 16-4-30(c)

Michael B. Patterson on Behalf of MBP Enterprises inc], being over the age of twenty-one (21) and duly sworn upon my oath, states as follows:

1. I am the applicant or applicant representative in the Town of Elizabeth land use application known as [***350 S. Elbert st. Subdivision and rezoning.***]

2. I caused the attached notice of public hearing in this matter to be sent with the language required by Elizabeth Municipal Code section 16-4-30(c) via regular first class mail to the following property owners at the following addresses, which constitute all such property owners within 500 feet of the site for which the land use application has been made:

[***MBP Entreprises Inc. Michael Patterson 8888 inspiration dr. Parker CO. 80138***

3. In doing so, I specifically sent such notices via Certified mail with proper postage affixed to each mailing, and such notices were deposited for mailing on [***July 21st 2025 Certified mail***]

FURTHER AFFIANT SAYETH NAUGHT.

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

Subscribed and sworn to before me this 30 day of July, 2025, by Michael Patterson.

Witness my hand and official seal.

My commission expires: 06/14/2027
(SEAL)

By: _____

SABIN BHANDARI
NOTARY PUBLIC
State of Colorado
Notary ID # 20234022474
My Commission Expires 06/14/2027

7/30/25
/volumes/usb disk/affidavit of mailed notice-2025.docx

SIGN POSTING AFFIDAVIT

(Attach Photo Here)

Michael B. Patterson, The above sign was posted on (07/22/25) pursuant to the Town of Elizabeth Land Development Code, by **(Michael B Patterson, For MBP Enterprises inc.)).**

Signature

STATE OF COLORADO)

) ss.

COUNTY OF Elbert)

Subscribed and sworn to before me this 22nd day of July, 2025, by Michael Patterson

My commission expires: July 18, 2026

(SEAL)

HARMONY MALAKOWSKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184029120
MY COMMISSION EXPIRES JULY 18, 2026

Notary Public

350 S. Elbert St mailing & Posting

MYERS MATTHEW
PO BOX 2321
ELIZABETHCO80107

ULIVIERI DAVIDE
133 EAST CHESTNUT STREET
ELIZABETHCO80107

HARRIS WILLIAM E
525 DALE CT
ELIZABETHCO80107

TOWN OF ELIZABETH
PO BOX 159
ELIZABETHCO80107-0159

REYNOLDS NICOLLE A
476 ELBERT ST
ELIZABETHCO80107

RAGAN JERRY
27202 PINE VISTA CIR
KIOWACO80117

SCHRODER MICHAEL LEE
18473 W MARCONI AVE
SURPRISEAZ85388

HARTMANN JENNIFER
36532 FOREST TRAIL
ELIZABETHCO80107

RAO ASHLEY
119 W POPLAR ST
ELIZABETHCO80107

PASTINE CRAIG T
30 MEMMEN DR
CASTLE ROCKCO80104

MARISCO RAPHAEL A
1916 MIDDLEFIELD RD
REDWOOD CITYCA94063

FSMS FAMILY TRUST
44374 SHENANDOAH COURT
ELIZABETHCO80107

MALACRIDA ANTHONY
473 S PINE ST
ELIZABETHCO80107

ELIZABETH SCHOOL DISTRICT
PO BOX 520
ELIZABETHCO80107-0520

FITZGERALD PARK CONDOS LLC
PO BOX 1684
ELIZABETHCO80107

KLINGBEIL ALISON
PO BOX 1537
ELIZABETHCO80107

OSTLER ROBERT J
173 POPLAR ST
ELIZABETHCO80107

BUNKER STEVEN S
139 W POPLAR STREET
ELIZABETHCO80107

MBP ENTERPRISES INC
350 S ELBERT ST
ELIZABETHCO80107

DAVIS KRISTINE K
PO BOX 2265
ELIZABETHCO80107

ELIZABETH TOWN BOARD
PO BOX 159
ELIZABETHCO80107-0159

WHITEHALL RENTALS INC
PO BOX 98
MATHESONCO80830

MANZANARES EDWINA T
481 SOUTH BANNER ST
ELIZABETHCO80107

CAMPBELL HELENANN
PO BOX 1754
ELIZABETHCO80107

SCHAUER CHRISTINA
459 S BANNER ST
ELIZABETHCO80107

MUZEK BUCK MAUREEN
PO BOX 1838
ELIZABETHCO80107

CHERRY VALLEY CONSTRUCTION LLC
PO BOX 477
ELIZABETHCO80107-0477

HEIRENDT LUKE D
133 W POPLAR ST
ELIZABETHCO80107

GOULD JEFFREY
309 E POPLAR ST
ELIZABETHCO80107

COWLEY ROBERT R
40900 WIND SPIRIT LN
PARKERCO80138-4758

JAHNZ NICHOLAS B
172 ELM ST
ELIZABETHCO80107

TAYLOR CHRISTOPHER
PO BOX 2242
ELIZABETHCO80107

CORNELL DUNCAN R
28450 STATE HIGHWAY 86
SIMLACO80835

EVELETH STEVEN GEORGE
324 E ELM ST
ELIZABETHCO80107

WILSON KEITH
PO BOX 2502
ELIZABETHCO80107

TABERT KELLY
6119 KING CT
PARKERCO80134

TOWN OF ELIZABETH
PO BOX 159
ELIZABETHCO80107-0159

WAGNER MATTHEW G
PO BOX 863
ELIZABETHCO80107

SCHMIDT AMY L
128 W BROADWAY ST
ELIZABETHCO80107-7555

SABO JOHN P
133 E BROADWAY ST
ELIZABETHCO80107

SECRETARY OF VETERANS AFFAIRS
3401 WEST END AVE STE 760A
NASHVILLETN37203

TURN 2 DEVELOPMENT LLC
PO BOX 2586
ELIZABETHCO80107

ELIZABETH PRESBYTERIAN CHURCH
PO BOX 117
ELIZABETHCO80107-0117

GEIGER KALEB
265 S PINE STREET
ELIZABETHCO80107-5116

ELIZABETH PRESBYTERIAN CHURCH
PO BOX 117
ELIZABETHCO80107-0117

ROSENBERG JONATHON
107 W ELM ST
ELIZABETHCO80107

WORKMAN DANNY L
PO BOX 52
233 PINE ST
ELIZABETHCO80107

ERJAVEC TARA A
146 W BROADWAY ST
ELIZABETHCO80107-7555

GARRETT TAYLOR
122 WEST BROADWAY STREET
ELIZABETHCO80107

A AND M PROPERTY LLC
616 CONESTOGA RD
FRANKTOWNCO80116

HAWKSLEY JUSTIN THOMAS
168 ELM STREET
ELIZABETHCO80107

BEIGHEY MAUREEN
PO BOX 382
ELIZABETHCO80107-0382

ELIZABETH PRESBYTERIAN CHURCH
PO BOX 117
ELIZABETHCO80107-0117

ELIZABETH PRESBYTERIAN CHURCH
PO BOX 117
ELIZABETHCO80107-0117

PURCELL TANNER
6619 CATALPA CT
FREDERICKCO80530

CARNEGIE WILLIAM
1546 DAHLIA ST
DENVERCO80220

FAIRSERVICE KARLI A
3961 LAZY K DRIVE
CASTLE ROCKCO80104

HARRISON GARY NELSON
134 WEST BROADWAY STREET
ELIZABETHCO80107

WOLNER JOHN M
235 S ELBERT
ELIZABETHCO80107

PLATERO JOAQUIN ALFONSO
107 PRAIRIE FALCON PARKWAY
BRIGHTONCO80601

ARANIA LLC
124 S ELBERT ST
ELIZABETHCO80107

STINNETTE IDA
PO BOX 513
WILBURWA99185

ELIZABETH SCHOOL DISTRICT
PO BOX 520
ELIZABETHCO80107-0520

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$ $0.78

Total Postage and Fees
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- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
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- ☐ Adult Signature Required $ $0.00
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Postage $0.78

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- ☐ Certified Mail Restricted Delivery $ $0.00
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- ☐ Adult Signature Restricted Delivery $

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- ☐ Certified Mail Restricted Delivery $ $0.00
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☐ Certified Mail Restricted Delivery $ $0.00	
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Total Postage and Fees $ $6.08	07/22/2025

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☐ Certified Mail Restricted Delivery $ $0.00	
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- ☐ Adult Signature Required $ $0.00
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Postage $0.78

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- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
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Postage $0.78

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Total Postage and Fees

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Extra Services & Fees *(check box, add fee as appropriate)*	
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☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.78	07/22/2025
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- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $ $0.00

Postage
$ $0.78

Total Postage and Fees
$ $6.08

PARKER CO 80134
0303
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Postmark Here
JUL 22 2025
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USPS

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City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2007 6947 08

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For delivery information, visit our website at *www.usps.com®*.

Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $ $5.30

Extra Services & Fees *(check box, add fee as appropriate)* $0.00
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $ $0.78

Total Postage and Fees $ $6.08

0803 10

PARKER CO 80134

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07/22/2025

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City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

9589 0710 5270 2007 6946 92

U.S. Postal Service™
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For delivery information, visit our website at *www.usps.com®*.

Frederick, CO 80530

OFFICIAL USE

Certified Mail Fee $ $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $1.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $ $0.78

Total Postage and Fees $ $6.08

Postmark Here

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City, State, ZIP+4®

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9589 0710 5270 2007 6946 85

U.S. Postal Service™
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Parker, CO 80134

OFFICIAL USE

Certified Mail Fee $5.30

$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

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Total Postage and Fees $6.08

$

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PARKER CO 80134

JUL 22 2025

Postmark Here

07/22/2025

USPS

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City, State, ZIP+4®

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9589 0710 5270 2007 6946 78

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For delivery information, visit our website at *www.usps.com®*.

Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $ $5.30	0303 10
Extra Services & Fees *(check box, add fee as appropriate)* $ $0.00	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	
Total Postage and Fees $ $6.08	

PARKER CO 80134
JUL 22 2025
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07/22/2025
USPS

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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For delivery information, visit our website at *www.usps.com®*.

Denver, CO 80220

OFFICIAL USE

Certified Mail Fee
$ $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $ $0.00

Postage
$ $0.78

Total Postage and Fees
$ $6.08

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Postmark Here

JUL 24 2025

PARKER CO 80134

07/22/2025
USPS

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City, State, ZIP+4®

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $ $5.30	
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	
Total Postage and Fees $ $6.08	

PARKER CO 80134
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Postmark Here
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07/22/2025
USPS

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Elizabeth, CO 80107

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PARKER CO 80134
JUL 22 2025
USPS

Certified Mail Fee $5.30	0303 10
$ $0.00	
Extra Services & Fees *(check box, add fee as appropriate)* $0.00	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.78	07/22/2025
$	
Total Postage and Fees $6.08	
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Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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9589 0710 5270 2007 6946 30

U.S. Postal Service™
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For delivery information, visit our website at *www.usps.com®*.

Castle Rock, CO 80104

OFFICIAL USE

Certified Mail Fee $5.30

$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

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Total Postage and Fees $6.08

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PARKER CO 80134
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Postmark Here
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USPS

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City, State, ZIP+4®

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9589 0710 5270 2007 6946 23

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $ $5.30	0303 10
Extra Services & Fees *(check box, add fee as appropriate)* $ $0.00	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	07/22/2025 USPS
Total Postage and Fees $ $6.08	

PARKER CO 80134 JUL 22 2025

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City, State, ZIP+4®

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9589 0710 5270 2007 6946 16

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee
$ $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $ $0.00

Postage
$ $0.78

Total Postage and Fees
$ $6.08

PARKER CO 80134
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Postmark Here
JUL 22 2025
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USPS

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9589 0710 5270 2007 6946 09

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Elizabeth, CO 80107

OFFICIAL USE

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Certified Mail Fee $5.30
$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78
$

Total Postage and Fees
$6.08
$

Postmark Here

PARKER CO 80134
JUL 22 2025
07/22/2025
USPS

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9589 0710 5270 2007 6622 40

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $ $0.00

Postage $0.78

Total Postage and Fees $6.08

Postmark Here

PARKER CO 80138
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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30

$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

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Total Postage and Fees

$ $6.08

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JUL 22 2025

Postmark Here

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30

$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

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Total Postage and Fees

$ $6.08

Postmark Here

PARKER CO 80134 0503 10

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9589 0710 5270 2007 6622 02

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

Total Postage and Fees $6.08

0303 10

JUL 23 2025

Postmark Here

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9589 0710 5270 2007 6622 19

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Franktown, CO 80116

OFFICIAL USE

Certified Mail Fee
$ $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $ $0.00

Postage
$ $0.78

Total Postage and Fees
$ $6.08

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JUL 22 2025
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9589 0710 5270 2007 6621 96

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Brighton, CO 80601

OFFICIAL USE

Certified Mail Fee $5.30

$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

$

Total Postage and Fees $6.08

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PARKER, CO 80134

JUL 22 2025

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30	0303 10
$ $0.00	
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.78	
$	
Total Postage and Fees $6.08	
$	

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Wilbur, WA 99185

OFFICIAL USE

Certified Mail Fee $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

Total Postage and Fees $6.08

PARKER 0303 160134

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City, State, ZIP+4®

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9589 0710 5270 2007 6621 65

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Elizabeth, CO 80107

OFFICIAL USE

PARKER CO 80134
JUL 22 2025
USPS

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Certified Mail Fee $ $5.30	
Extra Services & Fees *(check box, add fee as appropriate)* $ $0.00	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	
Total Postage and Fees $ $6.08	07/22/2025

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee
$ $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage
$ $0.78

Total Postage and Fees
$ $6.08

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PARKER CO 80134
JUL 22 2025
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Redwood City, CA 94063

OFFICIAL USE

Certified Mail Fee $ $5.30	0303 10
Extra Services & Fees *(check box, add fee as appropriate)* $ $0.00	
☐ Return Receipt (hardcopy) $ $11.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	
Total Postage and Fees $ $6.08	07/22/2025

PARKER CO 80138
JUL 22 2025
USPS

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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U.S. Postal Service™
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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30	
$ $0.00	
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $0.78	
$	
Total Postage and Fees $6.08	
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Postmark Here
JUL 22 2025
07/22/2025
USPS

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $ $5.30	
Extra Services & Fees *(check box, add fee as appropriate)* $ $0.00	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	Postmark Here
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $	
Postage $ $0.78	
Total Postage and Fees $ $6.08	07/22/2025

PARKER CO 80134 0303 10 JUL 22 2025 USPS

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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For delivery information, visit our website at *www.usps.com®*.

Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30

$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

$

Total Postage and Fees $6.08

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PARKER CO 80134 0303 10

Postmark Here

JUL 22 2025

07/22/2025

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City, State, ZIP+4®

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Matheson, CO 80830

OFFICIAL USE

Certified Mail Fee $ $5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $ $0.78

Total Postage and Fees $ $6.08

0303 10

Postmark Here

JUL 22 2025

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Street and Apt. No., or PO Box No.

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Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee $5.30
$ $0.00

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.78
$

Total Postage and Fees
$6.08
$

Postmark Here

PARKER CO 80134
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JUL 22 2025
07/22/2025
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Postage
$ $0.78

Total Postage and Fees
$ $6.08

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Postage $ $0.78	
Total Postage and Fees $ $6.08	

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- ☐ Adult Signature Restricted Delivery $

Postage $0.78

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Total Postage and Fees $6.08

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Total Postage and Fees
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$ $0.78

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Postage
$ $0.78

Total Postage and Fees
$ $6.08

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- ☐ Adult Signature Restricted Delivery $

Postage $0.78

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Total Postage and Fees $6.08

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Kiowa, CO 80117

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Postage
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Total Postage and Fees
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Total Postage and Fees $6.08

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- ☐ Adult Signature Required $ $0.00
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Postage $ $0.78

Total Postage and Fees $ $6.08

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City, State, ZIP+4®

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[Date]

[Owner Name]
[Owner Address]
[City, State ZIP]

Subject: Notice of Public Hearings – Proposed Residential Subdivision at 350 S Elbert Street

Dear Neighbor,

I'm writing to let you know about a proposed land use request for the property at **350 S Elbert Street**, which I have submitted to the Town of Elizabeth. As required by Town regulations, this notice is being sent to all property owners within 500 feet of the site.

I am requesting approval for a **Use-by-Special Review (Article 9)** and a **Final Plat (Sec. 16-3-60)** to subdivide the property into four residential lots. These lots would each contain a single-family manufactured home with off-street parking, consistent with the Town's land use requirements for the Commercial Mixed-Use (CMU) zoning district.

You are invited to attend the upcoming public hearings to learn more or to share your comments:

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a use-by-special review and final plat application for the project known as Elbert Street Subdivision on property described in Exhibit A and generally located on the northeast side of Poplar Street and Elbert Street pursuant to the Town of Elizabeth Land Use and Development Ordinance.

The public hearings are to be held before the Planning Commission on August 5, 2025 at 6:30 p.m. and Board of Trustees on August 12, 2025 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND.

EXHIBIT A
A resubdivision of Lots 7-10, Block 12, Elizabeth Amended, situated in the northeast quarter of Section 18, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.

Thank you for your time and consideration.

Sincerely,
[Your Name]
[Your Title / Applicant or Representative]
[Email Address]
[Phone Number]

RESOLUTION 25R25

A RESOLUTION MAKING FINDINGS OF FACT MEMORIALIZING THE BOARD OF TRUSTEES' DECISION TO GRANT A USE BY SPECIAL REVIEW FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, this matter was heard on October 14, 2025 upon the request for Use by Special Review in accordance with Article IX, Chapter 16 of the Town of Elizabeth's Municipal Code to permit single-family dwellings, located on said property, in the Commercial Mixed-Use (CMU) zoning district; and

WHEREAS, the Town of Elizabeth Board of Trustees, having heard the evidence presented at the public hearing and being fully advised in the premises, enters the following Findings of Fact, Conclusions and Order.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board makes the following Findings of Fact:

1. The Applicant, Michael Patterson of MBP Enterprises Inc. ("Applicant") submitted to the Town of Elizabeth a land use application requesting a Use by Special Review in accordance with the Municipal Code to allow single-family dwellings on the properties located at 350 S Elbert Street.
2. The Property is zoned CMU (Commercial Mixed-Use).
3. Article 1, Table 16-5 of the Elizabeth Municipal Code allows for single-family dwellings by special review in the CMU District.
4. Notice of the date, time and place of the public hearing based on the applicant request was published in accordance with the Elizabeth Municipal Code at least fifteen (15) days preceding the public hearing.
5. At the public hearing, testimony was presented for the application. The Planning Commission recommended approval by a vote of 4-0. At the conclusion of the public hearing, the Board of Trustees determined to approve based on these Findings of Fact, Conclusions, and Order.
6. The Board of Trustees finds and determines that approval of the Application does meet the following requirements pursuant to Section 16-9-20 of the Elizabeth Municipal Code based on the following factors:
   a) Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
   b) Will not result in an over-intensive use of land;
   c) Will not have a material adverse effect on community capital improvement programs;
   d) Will not require a level of community facilities and services greater than is available;
   e) Will not result in undue traffic congestion or traffic hazards;

f) Will not cause significant air, water or noise pollution;
g) Will be adequately landscaped, buffered and screened; and
h) Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Section 3. The Board therefore Orders that the application for a Use by Special Review in accordance with Article IX, Chapter 16, of the Elizabeth Municipal Code is GRANTED.

PASSED, APPROVED, and ADOPTED this 14th day of OCTOBER 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

RESOLUTION 25R26

A RESOLUTION APPROVING A MINOR DEVELOPMENT SUBDIVISION FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, Michael Patterson of MBP Enterprises Inc. has submitted an application for a Minor Development Subdivision to subdivide the property located at 350 South Elbert Street into four (4) residential lots; and

WHEREAS, the application has been reviewed in accordance with Section 16-3-70 of the Elizabeth Municipal Code; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-0; and

WHEREAS, the Board of Trustees finds that the subdivision meets all applicable requirements.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board finds that the Minor Development Subdivision meets the requirements of Section 16-3-70 of the Elizabeth Municipal Code.

Section 3. The Board hereby approves the Minor Development Subdivision for the property located at 350 South Elbert Street, creating four (4) residential lots as shown in the subdivision plat attached hereto as Exhibit A and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED this 14th day of OCTOBER 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

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, AND 10, ALL IN BLOCK 12, ELIZABETH AMENDED, ALSO COMMONLY KNOWN AS THE TOWN OF ELIZABETH AMENDED, COUNTY OF ELBERT, STATE OF COLORADO.

(PER SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 615401)

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ELBERT STREET SUBDIVISION. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR STORMWATER DETENTION, PUBLIC UTILITIES AND CABLE 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. 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.

OWNER

_____
(OWNER)

BY:_____
(PRINT NAME)

TITLE_____

ATTEST:_____
SECRETARY

_____ AS PRESIDENT/VICE PRESIDENT OF MBP ENTERPRISES, INC, A COLORADO

CORPORATION AND _____ AS SECRETARY/TREASURER OF MBP ENTERPRISES, INC. A COLORADO CORPORATION.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

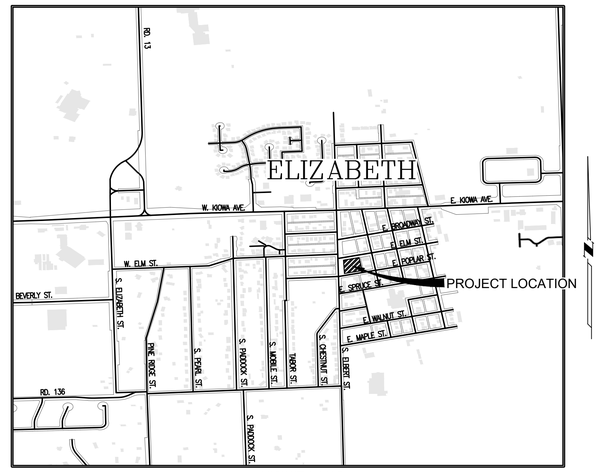
MY COMMISSION EXPIRES: _____

COVENANTS:

THE UNDERSIGNED OWNERS FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE TOWN OF ELIZABETH:

NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS, AS DEFINED BY ARTICLE III SEC. 16-3-60, OF THE TOWN CODE OF ELIZABETH, COLORADO ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE TOWN OF ELIZABETH AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE TOWN OF ELIZABETH ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELIZABETH FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE TOWN OF ELIZABETH AND AT NO EXPENSE TO THE TOWN OF ELIZABETH.



VICINITY MAP
SCALE: 1"=1000'

SHEET INDEX

1 COVER SHEET
2 MAP SHEET

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH IS ASSUMED TO BEAR SOUTH 00°22'29" WEST, A DISTANCE OF 2,652.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO THE CENTER OF SAID SECTION, MONUMENTED AS SHOWN HEREON.

GENERAL NOTES

1. FIRST INTEGRITY TITLE COMPANY, COMMITMENT NO.: 103-2504462-T, EFFECTIVE DATE: MARCH 17, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT.
3. GRADES WITHIN THE PUBLIC DRAINAGE AND UTILITY ESMT. SHALL NOT BE ALTERED WITHOUT APPROVAL FROM THE TOWN OF ELIZABETH. FENCES WILL NOT BE ALLOWED TO CROSS THIS EASEMENT, EXCEPT ALONG THE EXTERIOR PERIMETER OF THIS SUBDIVISION. THIS EASEMENT ALLOWS FOR THE ACCESS OF ANY LOT OWNER, TO ANY LOCATION WITHIN SAID EASEMENT, FOR THE PURPOSE OF PROVIDING MAINTENANCE AND UPKEEP TO THE DRAINAGE FACILITIES. THE PROPER OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DRAINAGE OUTLET STRUCTURE, WATER QUALITY GRADE, DISCHARGE PIPE, GRASS SWALE, SPILLWAY, SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS, REGARDLESS OF THE LOCATION OF SAID DRAINAGE FACILITIES WITHIN THE EASEMENT. THE TOWN OF ELIZABETH RESERVES THE RIGHT TO ENTER THIS EASEMENT AT ANY LOCATION, AND AT ANY TIME, IN THE EVENT THAT THE OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES HAS NOT BEEN PROVIDED. THE COST OF THE TOWN OF ELIZABETH'S MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1, 2, AND 3.

DRAINAGE NOTES:

1. THE DETENTION POND LOCATED ON LOT 1 TO BE UTILIZED FOR MANAGEMENT OF STORMWATER RUNOFF FROM LOTS 1, 2, AND 3.
2. THE DETENTION POND WILL BE MAINTAINED BY THE OWNERS OF LOTS 1, 2, AND 3.

LAND USE SUMMARY TABLE			
	AREA (SQ. FT.)	AREA (ACRE)	%
LOTS	30,985	0.711	99.97%
TRACTS	0	0.000	0.00%
RIGHT-OF-WAY	9	0.001	0.03%
TOTAL:	30,994	0.712	100.00%

TITLE VERIFICATION

I/WE _____, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

_____ _____
DATE COMPANY NAME

SURVEYOR'S CERTIFICATE

I, SAMUEL L. GALLUCCI III, 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 OCTOBER 12, 2022, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING 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
SAMUEL L. GALLUCCI III

SURVEYOR #38584

PLANNING COMMISSION

THE FINAL PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON :_____.

_____
CHAIR, PLANNING COMMISSION

BOARD OF TRUSTEES

LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #_____.

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER.

STATE OF COLORADO)
) SS
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 _____.

_____
COUNTY CLERK AND RECORDER

ENGINEER:

Raptor Engineering, LLC
8620 Wolff Ct., Suite 105B
Westminster, CO 80031
(720) 774-7736

SURVEYOR:

EMK Consultants, Inc.
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
(303) 694-1520

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com
JOB NO. 13362

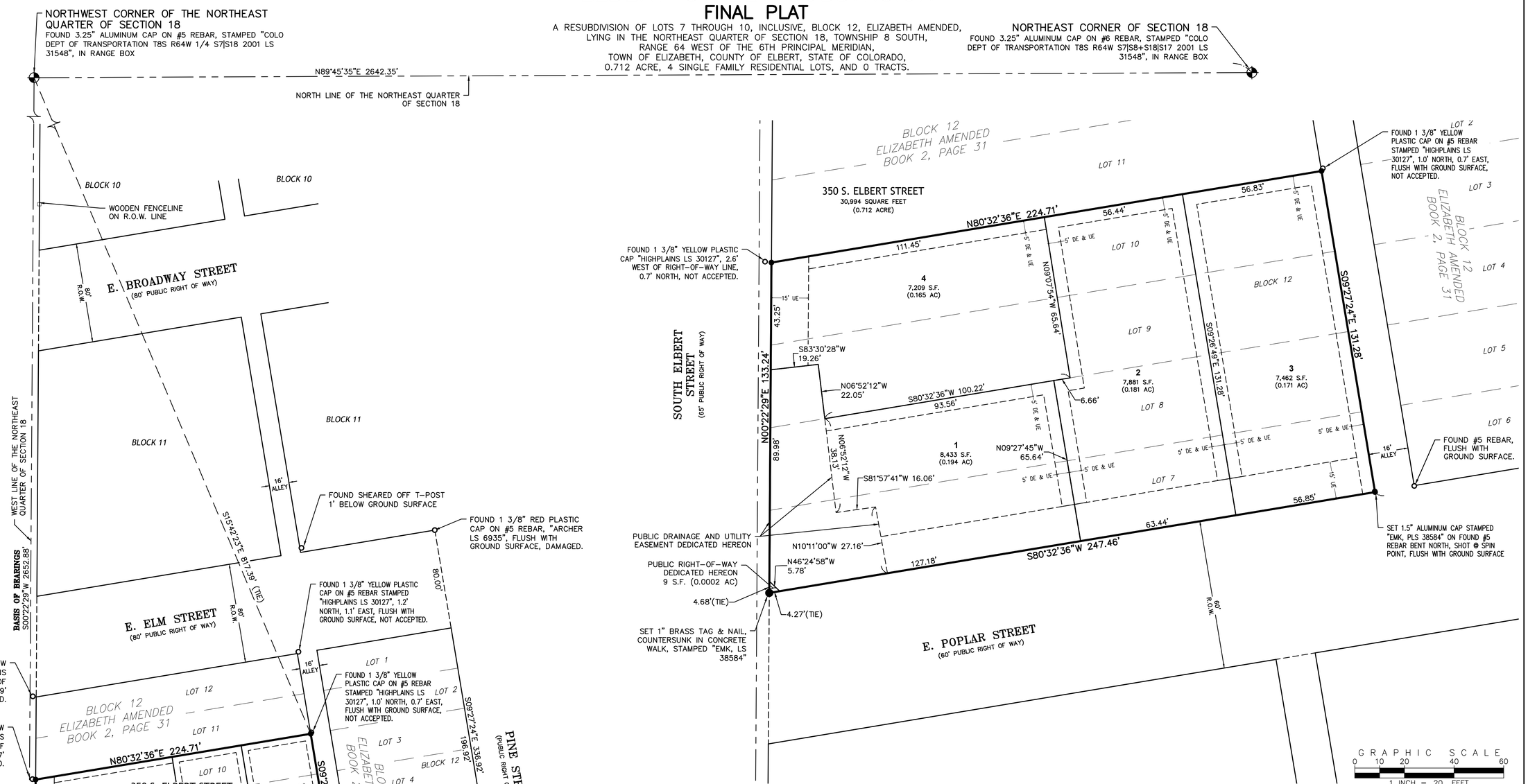
ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 1 OF 2

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.



NOTE:

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ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PROPERTY CORNER PIN LIES 2.6 FEET INTO THE RIGHT-OF-WAY OF SOUTH ELBERT STREET (AS DOES A SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, AMENDED THAT SHOWS A SMALL GAP BETWEEN THE ALIQUOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
— —	EXISTING LOT LINE
- - - -	PROPOSED EASEMENT
———	PROPOSED LOT LINE
◆	LAND CORNER FOUND AS NOTED
○	FOUND MONUMENT AS NOTED
●	SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON 18" LONG #5 REBAR, UNLESS OTHERWISE NOTED

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ATTN: BRIAN PATTERSON

SHEET 2 OF 2

RESOLUTION 25R26

A RESOLUTION APPROVING A MINOR DEVELOPMENT SUBDIVISION FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, Michael Patterson of MBP Enterprises Inc. has submitted an application for a Minor Development Subdivision to subdivide the property located at 350 South Elbert Street into four (4) residential lots; and

WHEREAS, the application has been reviewed in accordance with Section 16-3-70 of the Elizabeth Municipal Code; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-0; and

WHEREAS, the Board of Trustees finds that the subdivision meets all applicable requirements.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board finds that the Minor Development Subdivision meets the requirements of Section 16-3-70 of the Elizabeth Municipal Code.

Section 3. The Board hereby approves the Minor Development Subdivision for the property located at 350 South Elbert Street, creating four (4) residential lots as shown in the subdivision plat attached hereto as Exhibit A and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED this 14th day of OCTOBER 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

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, AND 10, ALL IN BLOCK 12, ELIZABETH AMENDED, ALSO COMMONLY KNOWN AS THE TOWN OF ELIZABETH AMENDED, COUNTY OF ELBERT, STATE OF COLORADO.

(PER SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 615401)

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ELBERT STREET SUBDIVISION. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR STORMWATER DETENTION, PUBLIC UTILITIES AND CABLE 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. 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.

OWNER

_____
(OWNER)

BY:_____
(PRINT NAME)

TITLE_____

ATTEST:_____
SECRETARY

_____ AS PRESIDENT/VICE PRESIDENT OF MBP ENTERPRISES, INC, A COLORADO

CORPORATION AND _____ AS SECRETARY/TREASURER OF MBP ENTERPRISES, INC. A COLORADO CORPORATION.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

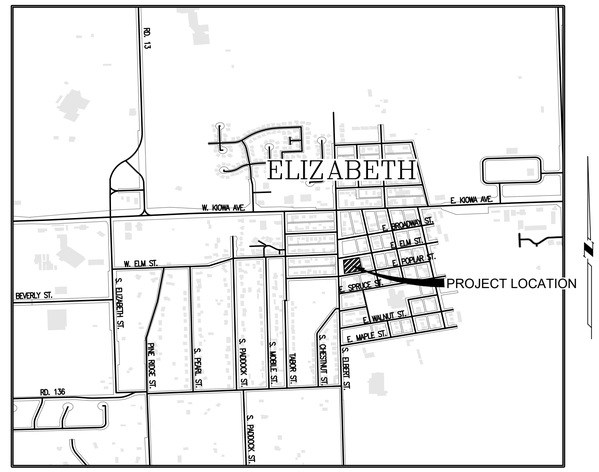
MY COMMISSION EXPIRES: _____

COVENANTS:

THE UNDERSIGNED OWNERS FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE TOWN OF ELIZABETH:

NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS, AS DEFINED BY ARTICLE III SEC. 16-3-60, OF THE TOWN CODE OF ELIZABETH, COLORADO ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE TOWN OF ELIZABETH AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE TOWN OF ELIZABETH ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELIZABETH FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE TOWN OF ELIZABETH AND AT NO EXPENSE TO THE TOWN OF ELIZABETH.



VICINITY MAP
SCALE: 1"=1000'

SHEET INDEX

1 COVER SHEET
2 MAP SHEET

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH IS ASSUMED TO BEAR SOUTH 00°22'29" WEST, A DISTANCE OF 2,652.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO THE CENTER OF SAID SECTION, MONUMENTED AS SHOWN HEREON.

GENERAL NOTES

1. FIRST INTEGRITY TITLE COMPANY, COMMITMENT NO.: 103-2504462-T, EFFECTIVE DATE: MARCH 17, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT.
3. GRADES WITHIN THE PUBLIC DRAINAGE AND UTILITY ESMT. SHALL NOT BE ALTERED WITHOUT APPROVAL FROM THE TOWN OF ELIZABETH. FENCES WILL NOT BE ALLOWED TO CROSS THIS EASEMENT, EXCEPT ALONG THE EXTERIOR PERIMETER OF THIS SUBDIVISION. THIS EASEMENT ALLOWS FOR THE ACCESS OF ANY LOT OWNER, TO ANY LOCATION WITHIN SAID EASEMENT, FOR THE PURPOSE OF PROVIDING MAINTENANCE AND UPKEEP TO THE DRAINAGE FACILITIES. THE PROPER OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DRAINAGE OUTLET STRUCTURE, WATER QUALITY GRADE, DISCHARGE PIPE, GRASS SWALE, SPILLWAY, SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS, REGARDLESS OF THE LOCATION OF SAID DRAINAGE FACILITIES WITHIN THE EASEMENT. THE TOWN OF ELIZABETH RESERVES THE RIGHT TO ENTER THIS EASEMENT AT ANY LOCATION, AND AT ANY TIME, IN THE EVENT THAT THE OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES HAS NOT BEEN PROVIDED. THE COST OF THE TOWN OF ELIZABETH'S MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERS OF LOTS 1, 2, AND 3.

DRAINAGE NOTES:

1. THE DETENTION POND LOCATED ON LOT 1 TO BE UTILIZED FOR MANAGEMENT OF STORMWATER RUNOFF FROM LOTS 1, 2, AND 3.
2. THE DETENTION POND WILL BE MAINTAINED BY THE OWNERS OF LOTS 1, 2, AND 3.

LAND USE SUMMARY TABLE			
	AREA (SQ. FT.)	AREA (ACRE)	%
LOTS	30,985	0.711	99.97%
TRACTS	0	0.000	0.00%
RIGHT-OF-WAY	9	0.001	0.03%
TOTAL:	30,994	0.712	100.00%

TITLE VERIFICATION

I/WE _____, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

_____ _____
DATE COMPANY NAME

SURVEYOR'S CERTIFICATE

I, SAMUEL L. GALLUCCI III, 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 OCTOBER 12, 2022, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING 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
SAMUEL L. GALLUCCI III

SURVEYOR #38584

PLANNING COMMISSION

THE FINAL PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON :_____.

_____
CHAIR, PLANNING COMMISSION

BOARD OF TRUSTEES

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ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 1 OF 2

ELBERT STREET SUBDIVISION
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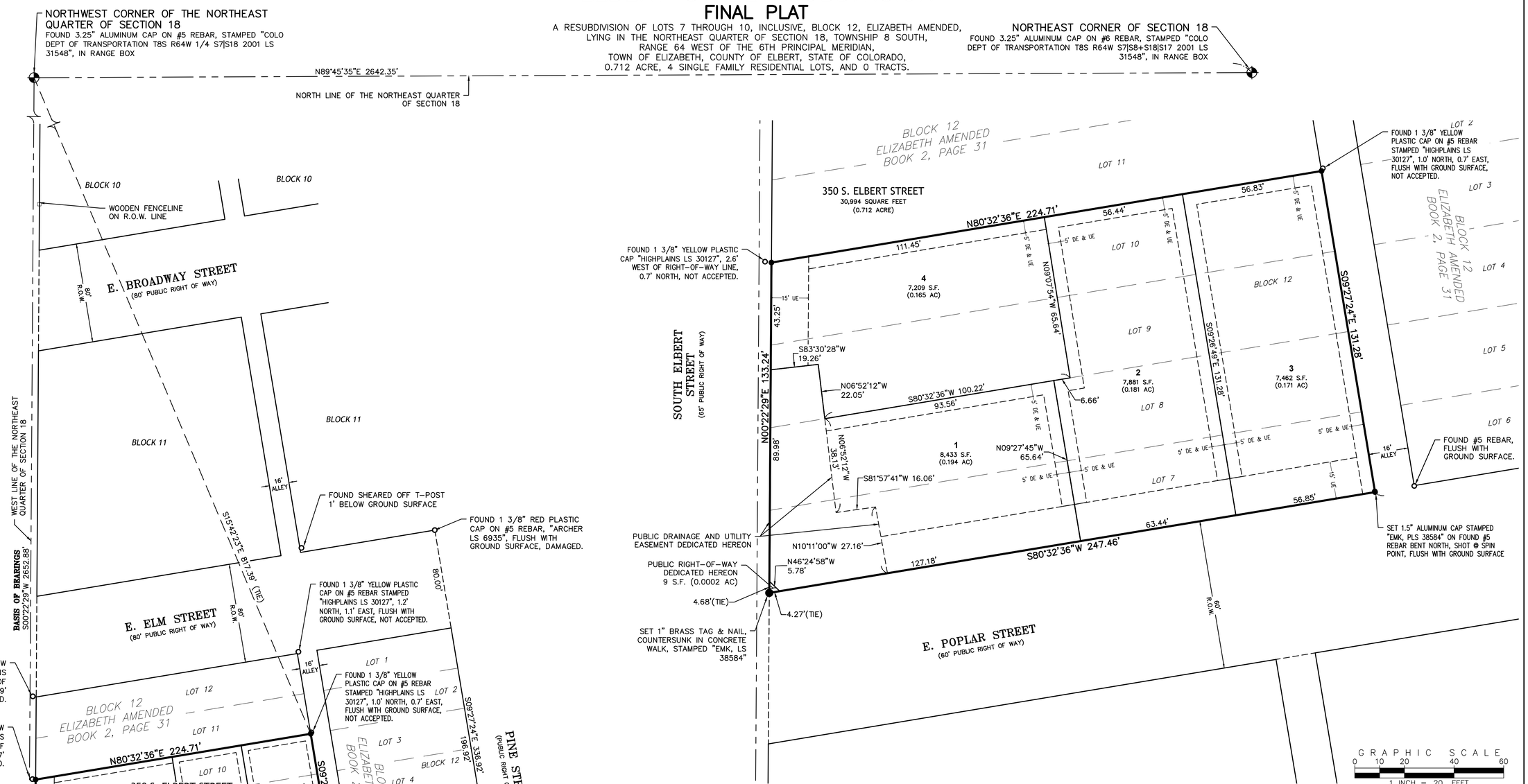

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USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

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SHEET 2 OF 2

STAFF REPORT

Final Plat & Site Plan Applications of Walnut Grove

Applicant: Unibuilders / Applicant Representative: Otto Burden, PE

Location: SE corner of E Walnut St and S Elbert St, Elizabeth CO

Zone District: Planned Unit Development (PUD)

Exhibits:

Exhibit A: Applicant Submittal

Exhibit B: Referral Agency Comment Letters

Exhibit C: Public Notice

Executive Summary:

Unibuilders, represented by Otto Burden, PE, requests approval of a Final Plat and Site Plan to reconfigure and develop the Walnut Grove site into 44 residential units consisting of one 28-unit apartment building and 16 townhomes on 1.59 acres at the southeast corner of E Walnut Street and S Elbert Street.

The Final Plat will reconfigure the previously approved Walnut Grove Townhomes Planned Development from 28 lots and 2 tracts into 5 lots and 1 tract. The Site Plan depicts the building locations, parking areas (88 spaces meeting code requirements), landscaping (22% of site area exceeding the 15% minimum), and site improvements. The proposal maintains the density of 44 residential units previously approved under the PUD ordinances.

The application includes a request to vacate Dale Court, a 16-foot unmaintained dirt road right-of-way, to provide adequate building setbacks along the eastern property line. Upon vacation pursuant to C.R.S. § 43-2-303, the right-of-way will revert to adjacent property owners (8 feet to each side), with a utility and access easement reserved over the entire vacated area. The Town sanitary sewer line within Dale Court will remain Town-owned and Town-maintained within the reserved easement.

At their October 7, 2025 meeting, the Planning Commission voted 5-0 to deny the applications due to concerns regarding the existing Town sanitary sewer line within Dale Court. The Commission was

concerned that upon vacation, a portion of the sewer line would end up on the neighboring property owner's land, creating maintenance obligations for infrastructure that does not serve that property.

Following the Planning Commission meeting, video inspection of the sewer line conducted by the town engineer revealed that the line actively serves Harvest Bible Church to the south and includes a service connection stub to the property at 755 E Maple Street. The Town will retain ownership and maintenance responsibility for the sanitary sewer line within the reserved utility easement, addressing the Planning Commission's concerns about creating maintenance obligations for neighboring property owners.

All required submittal documentation has been received and reviewed, including final engineering plans, drainage reports, landscape plans, building elevations, and a signed Subdivision Improvement Agreement. The proposal meets all technical requirements of the Elizabeth Municipal Code. Staff finds the application in substantial compliance with the approved preliminary plan and recommends approval of the Dale Court vacation, final plat, and site plan.

Applicant Request:

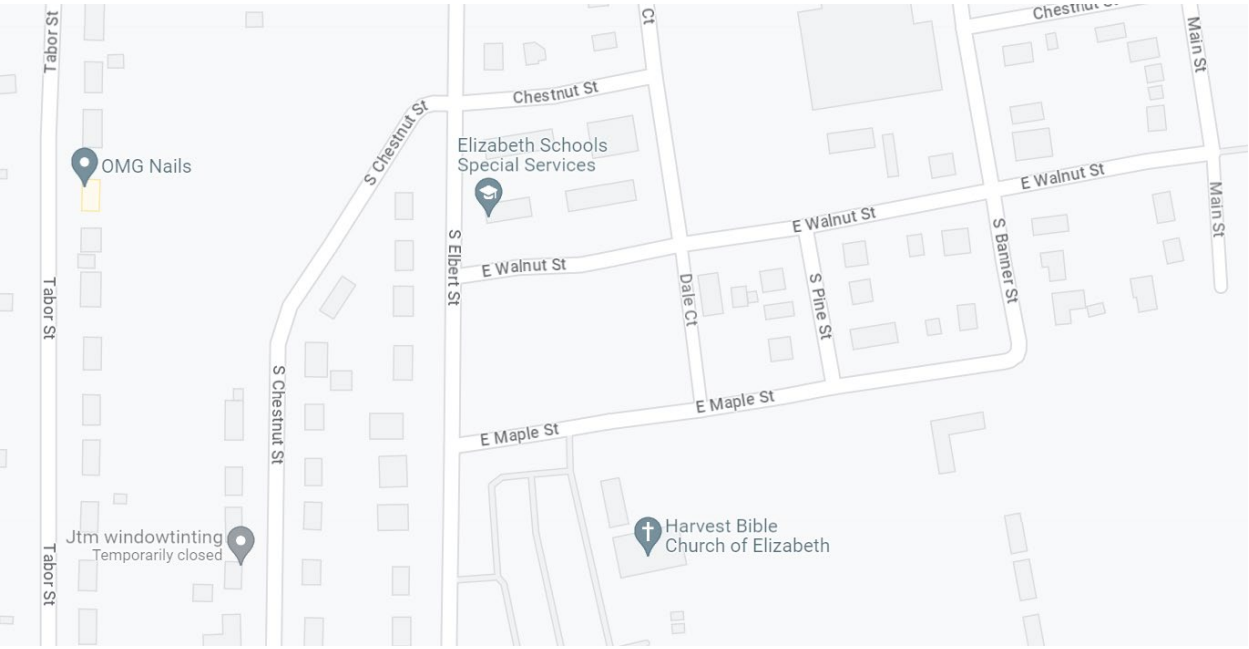
Unibuilders requests that the Board of Trustees approve a **Final Plat** (pursuant to Section 16-3-60) and a **Site Plan** (pursuant to Sections 16-2-10 through 16-2-100), to reconfigure and develop the Walnut Grove site with 44 residential units at the southeast corner of E Walnut Street and S Elbert Street.

Under **Section 16-3-60**, final plat review evaluates final engineering plans, the subdivision improvement agreement, public dedications, and other legal agreements to ensure compliance with preliminary plan approvals and Town standards.

Under **Section 16-2-10**, the site plan process ensures development is consistent with the Town's Comprehensive Plan, Municipal Code, and all applicable federal, state, and local standards. The process promotes sustainable design, water conservation, and sound development standards.

Staff processed both applications, including referral to all applicable agencies, in accordance with the Town's Municipal Code. Per **Sec. 16-3-60(c)(6)** and **Sec. 16-2-40(h)**, the Planning Commission considered both applications and made recommendations to the Board of Trustees.

General Project Location



Background:

The 1.59-acre Walnut Grove site is currently vacant and was previously occupied by 28 mobile homes. The property has an extensive approval history:

- **2007 - Ordinance 07-12:** Rezoned from Mobile Home Park-2 (MH-2) to Planned Unit Development (PUD) allowing 28 townhomes
- **2007 - Resolution 07-R19:** Approved site plan, preliminary plat, and final plat for 28 townhomes
- **2007 - Ordinance 07-15:** Vacated Park Street right-of-way within the site
- **2018 - Ordinance 18-03:** Amended PUD to increase density, allowing up to 44 apartments and townhomes
- **November 28, 2023:** Board of Trustees approved Sketch Plan and Preliminary Plan for current proposal

The applicant now seeks Final Plat and Site Plan approval to proceed with development.

Current Proposal:

The proposal reconfigures the site from 28 lots and 2 tracts into 5 lots and 1 tract to accommodate:

- Lot 1 (0.74 acres): 28-unit apartment building, three stories above grade with one story below grade, including four Type-A handicap accessible units on the lower level
- Lots 2-5 (0.13-0.22 acres each): 16 townhomes, three stories with two-car garages on the lower level
- Tract A (0.12 acres): Water detention and water quality pond, maintained by Homeowners Association
- Total: 44 residential units
- Parking: 88 spaces (2 per unit), including handicap accessible spaces for visitors and residents
- Open Space: 15,713 SF (22% of site area), exceeding 15% requirement
- Amenities: Private playground and community building for resident use

Dale Court Vacation:

The final plat includes the vacation of Dale Court, a 16-foot unmaintained dirt road right-of-way, to provide adequate building setbacks along the eastern property line. Upon vacation, an access and utility easement will be reserved over the entire vacated area to protect existing utilities. The Town sanitary sewer line will remain Town-owned and Town-maintained within the reserved easement.

Zoning Map (2025)

Surrounding Land Uses:

North: Elizabeth School District (Residential 1)

South: Harvest Bible Church of Elizabeth (Public, Semi-Public, and Institutional)

East: Single-family dwellings (Residential 1)

West: Single-family dwellings (Residential 1)

Approval Criteria:

Final Plat (Chapter 16, Article III, Section 16-3-60):

Section 16-3-10 establishes the purpose of subdivision review to:

1. Promote the general health, safety, and welfare of present and future Town residents
2. Guide future growth and development consistent with the Comprehensive Plan
3. Preserve and conserve natural, historic, and sensitive areas
4. Minimize conflicts between land uses and structures
5. Ensure necessary services and facilities are available with sufficient capacity
6. Provide an adequate and accurate system to record land subdivisions

Section 16-3-60(c)(6) states: "The Board of Trustees shall evaluate the final plat. If all conditions of the preliminary plan approval are met and all standards of the Town are met, the Board of Trustees shall approve the final plat."

Site Plan (Chapter 16, Article II, Section 16-2-10 through 16-2-100):

Section 16-2-10 states the site plan process is required to ensure that development is consistent with the Town's Comprehensive Plan and this Code, and ensures that development is consistent with all applicable federal, state, and local standards. The site plan process promotes sustainable design, water conservation, and orderly and sound development standards.

Section 16-2-40(h) states: "The Board of Trustees shall evaluate the site plan, referral agency comments, the Planning Commission recommendation and public testimony, and shall either approve, conditionally approve, continue to obtain additional information or deny the site plan."

Case Analysis:

The proposed Final Plat and Site Plan display general conformance with the applicable provisions of the Elizabeth Municipal Code (EMC), the Elizabeth Comprehensive Plan, and the Town of Elizabeth Design Guidelines as outlined in the analysis applied to the proposal described herein.

ELIZABETH MUNICIPAL CODE (EMC):
The applicant proposal for Final Plat and Site Plan was determined to be in general compliance with the EMC. The following topics outline the specific analysis applied to the proposal in the context of the Town's land use and subdivision regulations.

SUBMITTAL REQUIREMENTS FOR FINAL PLAT (Section 16-3-60(d) & (e)):
All submittal requirements have been met, including:

- ☑ Completed land use application and fees
- ☑ Updated title commitment (current within 30 days)
- ☑ Notarized letter of authorization from landowner
- ☑ Final plat prepared by registered professional land surveyor meeting all technical standards outlined in Section 16-3-60(e), including proper scale, certifications, legal descriptions, monumentation, and all required plat notes
- ☑ Final drainage report and construction drawings (approved by town engineer)
- ☑ Final road construction plans (approved by town engineer)
- ☑ Final utility construction drawings (prepared per service provider requirements)
- ☑ Construction cost estimates for public improvements
- ☑ Signed and notarized Subdivision Improvement Agreement

SUBMITTAL REQUIREMENTS FOR SITE PLAN (Section 16-2-30):
All submittal requirements have been met, including:

- ☑ Completed application, fees, and written narrative
- ☑ Site plan prepared by qualified professional at appropriate scale with all required information per Section 16-2-30(c)(1)
- ☑ Warranty deed and title commitment
- ☑ Disclosure letter/consent from property owner
- ☑ Drainage plan with erosion control measures (approved by town engineer)
- ☑ Landscape plan prepared in accordance with Section 16-2-50 requirements

- ☑ Building elevations of all sides showing materials, colors, and rooftop mechanical screening

PUD COMPLIANCE:
The proposed development complies with the Walnut Grove Townhomes Planned Development Guide approved under Ordinance 07-12 and amended by Ordinance 18-03. The final plat and site plan are in substantial compliance with the approved PUD, maintaining the density of 44 residential units, building setbacks, and height as previously approved.

DALE COURT VACATION:
Current Situation:
Dale Court is a 16-foot wide unmaintained dirt road along the eastern edge of the Walnut Grove property. The right-of-way contains a Town sanitary sewer main line that previously served the mobile homes on the Walnut Grove property and currently serves Harvest Bible Church to the south. A BlackHills Energy gas line serving neighboring properties to the east is also located within the right-of-way. Video inspection conducted in October 2025 confirmed the sewer line actively serves the church and includes a service connection stub to the property at 755 E Maple Street.

Why Vacation is Being Requested:
The applicant requests vacation of Dale Court to provide adequate building setback along the eastern property line. The 15-foot minimum building setback required by the PUD and underlying zoning cannot be achieved with the existing right-of-way in place.

What Happens When Dale Court Vacates:
Per C.R.S. § 43-2-303, when a right-of-way vacates:

1. The land reverts to adjacent property owners at the centerline—8 feet to Walnut Grove on the west, 8 feet to the property owners to the east at 150 E Walnut Street and 755 E Maple Street
2. A utility easement is automatically reserved over the entire vacated area for all existing utilities
3. No permanent structures may be built that block utility access

Both property owners may utilize their respective 8-foot portions of the vacated area provided no permanent structures are built within the reserved easement. For Walnut Grove, the western 8 feet provides the space needed to meet the 15-foot building setback requirement for buildings approved in the preliminary plan.
Neighboring properties continue to be served by existing utilities through the reserved easement. Dale Court currently serves no active public transportation purpose.

Utility and Access Easement Reservation:
Ordinance 25-11 reserves a utility and access easement over the entire 16-foot vacated area pursuant to C.R.S. § 43-2-303(3). This easement protects existing utilities and allows all utility providers to access, maintain, repair, and replace infrastructure. The easement is used by the Town of Elizabeth for the sanitary sewer main, BlackHills Energy for the gas line, CORE Electric, and any other utility providers.

Town Sanitary Sewer Line:
The Town sanitary sewer main line within Dale Court will remain Town-owned and Town-maintained following the vacation. The line serves Harvest Bible Church and includes a service connection stub to the property at 755 E Maple Street for potential future development. Video inspection confirmed active flows from the church through this line. The reserved utility easement provides the Town with perpetual access for maintenance, repair, and replacement of the sewer line.
Upon development, Walnut Grove will connect to the Town sewer main within the easement through private service lines from their buildings, consistent with standard Town utility connections. If the property at 755 E Maple Street develops in the future, it would similarly connect to the Town main through the existing service stub.

Planning Commission Action - October 7, 2025:
The Planning Commission voted 5-0 to deny the applications due to concerns about the existing Town sanitary sewer line. The Commission was concerned that upon vacation, a portion of the sewer line would be located on the property owner's land at 755 E Maple Street (the eastern 8 feet), creating maintenance obligations for infrastructure that serves other properties and requiring Walnut Grove to access that property for maintenance.

Engineering Review:
Following the Planning Commission meeting, video inspection results of the sewer line were received. The inspection revealed that the line actively serves Harvest Bible Church and includes a service connection stub extending to 755 E Maple Street. Based on these findings, the Town will retain ownership and maintenance responsibility for the sanitary sewer main within the reserved utility easement. This approach eliminates maintenance obligations for neighboring property owners while allowing the vacation to proceed as planned.

Legal Review:
Town Attorney Corey Hoffmann has reviewed the vacation and confirmed that the Town may retain ownership of the sanitary sewer main within the reserved utility easement. Ordinance 25-11 has been revised to reflect that the Town retains the sewer line rather than transferring it to private ownership.

Dedications and Easements:
The final plat depicts various tracts, their intended use, ownership, and maintenance responsibilities:

- **Tract A (0.12 acres):** Water detention and water quality pond, maintained by Homeowners Association
- **16-Foot Access and Utility Easement:** Reserved over the vacated Dale Court area for continued utility access and maintenance by the Town of Elizabeth (sanitary sewer main), BlackHills Energy (gas line), CORE Electric, and other utility providers

All easement dedications will be finalized with the recording of the final plat.

DRAINAGE:
The final drainage report and construction drawings have been reviewed and approved by the town engineer. The proposal includes adequate stormwater detention and water quality facilities in Tract A designed to temporarily hold stormwater runoff and release it at historic flow rates that mimic pre-development flows, primarily to prevent impacts to adjacent or downstream properties and structures. All drainage improvements meet Town standards and will be constructed in accordance with approved plans. As a result of the development of the site, there are no anticipated impacts to the surrounding residential uses or Town infrastructure.

FLOODPLAIN:
Based on FEMA Floodplain Map Panel 08039C0480C dated 3/17/2011, the subject parcel lies within Zone X and is therefore not located within the floodplain. The delineated floodplain does not impact the site.

TRAFFIC AND ACCESS:
As the proposal maintains the same number of approved dwelling units as previously allowed in the PUD (44 units), traffic impacts remain consistent with previous approvals. The Town's traffic consultant, Stolfus & Associates, indicated that no traffic study was necessary as the site plan was previously reviewed. Access to the site is provided from E Maple Street and E Walnut Street. Internal private drives provide circulation throughout the development. Given that there are no new right-of-ways proposed, the development of the site with 44 residential units with off-street parking is not anticipated to significantly impact traffic and access.

PARKING (Section 16-6-10):
Section 16-6-10(b)(1) requires two (2) off-street parking spaces be provided for each new dwelling unit.

- **Required:** 88 parking spaces (44 units × 2 spaces per unit)
- **Provided:** 88 spaces

All townhome units include two-car garages on the lower level. Additional surface parking is provided for the apartment building and visitor parking throughout the development. Handicap accessible parking spaces have been provided in accordance with applicable requirements. As the development provides the required off-street parking, there are no adverse parking impacts anticipated for the surrounding neighborhood.

RIGHT-OF-WAY (ROW):
No new public right-of-way is proposed with the development. All streets internal to the development are private and will be maintained by the Walnut Grove HOA. No dedication of private streets to the Town is proposed or required.

LANDSCAPING (Section 16-2-50):
Section 16-2-50(b)(1) requires landscape areas and buffer strips to be a minimum of fifteen percent (15%) of the total site area.

- **Required:** 15% of total site area

- **Proposed:** 15,713 SF (22% of site area)

The landscape plan includes a variety of trees, shrubs, and ground cover materials appropriate for the local climate. A private playground is located near the center of the site for resident use. The proposed landscaping is consistent with the previously approved preliminary plan and provides adequate screening, aesthetic enhancement, and functional open space for residents. An automatic irrigation system will be provided to serve all landscaped areas.

SITE PLAN DESIGN STANDARDS (Sections 16-2-20 & 16-2-90):
The site plan has been reviewed against the design standards in Article II of Chapter 16. The proposal meets all applicable standards, including building placement, pedestrian circulation, parking layout, and screening requirements.

PEDESTRIAN CIRCULATION (Section 16-2-100):
The site plan provides convenient, accessible, and practicable connections for pedestrians between parking areas and building entrances. Sidewalks connect all buildings to parking areas and to public sidewalks along E Maple Street and E Walnut Street. The pedestrian circulation system complies with Section 16-2-100 requirements and provides safe access throughout the development.

WATER AND SANITATION
Adequate capacity exists to serve the development as confirmed during the preliminary plan approval process. The site will connect to existing mainline water and sanitary sewer infrastructure serving the area.

ELIZABETH COMPREHENSIVE PLAN (2019):
Staff has found that the proposed development conforms to the Town's currently adopted 2019 Comprehensive Plan.
The future land use map depicts the site as part of the Old Town area. The proposal supports various housing goals and policies outlined in the Comprehensive Plan:

- **Future Land Use and Development - GOAL 1, POLICY 1.4:** *Encourage the diversification of Elizabeth's housing options to meet the full life cycle of the community's housing needs.* The development of the site increases housing availability within the Town with a mix of apartment and townhome options, thereby better serving diverse community housing needs.
- **Future Land Use and Development GOAL 3:** *Future development in Elizabeth incorporates appropriate levels of density and design to support increased housing options, the viability of neighborhood commercial, and overall long-term neighborhood sustainability.* The proposed development provides moderate-density residential infill within walking distance of Main Street, parks, and schools, supporting the Town's goals for sustainable, walkable neighborhoods.

Referrals

The following agencies provided comment during the referral period (see Exhibit D).

Referral Agency / Consultant	Discipline
Town of Elizabeth CD Dept. & SAFEbuilt	Planning/Zoning

Terracina Design	Town Engineer
Town of Elizabeth Public Works & JVA Consultants	Public Works – Sewer and Water
Stolfus & Associates	Transportation
Elizabeth Fire Protection District	Fire
Elbert County Community Development	Community Development
Elizabeth School District	Community Impact
Elizabeth Police Department	Public Safety
SAFEbuilt	Building Department
CORE Electric	Utility Service Provider
Black Hills Energy	Utility Service Provider

Findings and Staff Recommendation:

The findings and staff recommendation are discussed separately for the (1) Dale Court Vacation, (2) Final Plat, and (3) Site Plan.

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(1) Dale Court Vacation - Findings and Staff Recommendation:

Findings:

1. **Legal Authority:** The vacation is authorized under C.R.S. § 43-2-303.
2. **Public Purpose No Longer Served:** Dale Court is a 16-foot unmaintained dirt road that does not serve a current public transportation purpose.
3. **Utility Protection:** Ordinance 25-11 reserves a utility and access easement over the entire vacated area pursuant to C.R.S. § 43-2-303(3) for continued use by all utility providers, including the Town of Elizabeth (sanitary sewer main), BlackHills Energy (gas line), and CORE Electric.
4. **Town Sanitary Sewer Main:** Video inspection conducted in October 2025 confirmed the existing Town sanitary sewer main within Dale Court actively serves Harvest Bible Church and includes a service connection stub to the property at 755 E Maple Street. The Town will retain ownership and maintenance responsibility for the sanitary sewer main within the reserved utility easement. This eliminates maintenance obligations for neighboring property owners.

5. **Town Attorney Confirmation:** Town Attorney Corey Hoffmann confirmed that the Town may retain ownership of the sanitary sewer main within the reserved utility easement and that Ordinance 25-11 has been revised accordingly.

6. **No Adverse Impact:** The vacation with reserved utility easement protects all existing utilities. The Town retains the sewer main and neighboring property owners have no maintenance obligations for infrastructure that does not serve their properties.

Staff Recommendation - Dale Court Vacation:

Staff recommends that the Board of Trustees approve **Ordinance 25-11**, vacating Dale Court right-of-way pursuant to C.R.S. § 43-2-303, with the reservation of utility and access easements over the entire vacated area. The Town will retain ownership and maintenance of the sanitary sewer main within the reserved easement.

The Planning Commission voted 5-0 to deny on October 7, 2025 based on concerns about the sanitary sewer line creating maintenance obligations for the property owner at 755 E Maple Street. The Town's retention of the sewer main addresses this concern by eliminating maintenance obligations for neighboring property owners.

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(2) Final Plat - Findings and Staff Recommendation:

Findings:

1. **Substantial Compliance:** The final plat is in substantial compliance with the Board of Trustees' approved preliminary plan dated November 28, 2023. The reconfiguration from 28 lots and 2 tracts into 5 lots and 1 tract does not create additional impacts beyond those previously considered.

2. **PUD Compliance:** The final plat complies with the Walnut Grove Townhomes Planned Development Guide approved under Ordinance 07-12 and amended by Ordinance 18-03, maintaining the approved density of 44 residential units.

3. **Technical Standards Met:** The final plat has been prepared by a registered professional land surveyor and meets all technical standards outlined in Section 16-3-60(e).

4. **Infrastructure Adequacy:** The development will be served by adequate water and wastewater systems. Final engineering plans have been reviewed and approved by the town engineer.

5. **Drainage Compliance:** Tract A (0.12 acres) provides adequate stormwater detention and water quality facilities, with maintenance assigned to the Homeowners Association.

6. **Comprehensive Plan Compliance:** The proposal complies with housing elements of the Town's Comprehensive Plan, including goals for diverse housing options and walkable neighborhood development.

7. **Dale Court Vacation Addressed:** The vacation provides required building setbacks and has been properly addressed through Ordinance 25-11 with reserved utility easements. The Town will retain the sanitary sewer main within the reserved easement.

Staff Recommendation - Final Plat:

Staff recommends that the Board of Trustees approve **Resolution 25R33**, granting approval for the Final Plat pursuant to Section 16-3-60 of the Elizabeth Municipal Code.

The Planning Commission voted 5-0 to deny on October 7, 2025 based on Dale Court vacation concerns. The Town's retention of the sewer main addresses those concerns.

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(3) Site Plan - Findings and Staff Recommendation:

Findings:

1. **Substantial Compliance:** The site plan is in substantial compliance with the approved preliminary plan dated November 28, 2023 and final plat.

2. **Parking Compliance:** The development provides 88 parking spaces, meeting the requirement of 2 spaces per dwelling unit for 44 units per Section 16-6-10.

3. **Landscaping Compliance:** The site provides 15,713 square feet of landscaped area (22% of site area), exceeding the required minimum of 15% per Section 16-2-50.

4. **Pedestrian Circulation:** Sidewalks connect all buildings to parking areas and public sidewalks, providing safe pedestrian access per Section 16-2-100.

5. **Design Standards Compliance:** Building elevations demonstrate compliance with design standards including screening of rooftop mechanical equipment. The site plan meets all applicable standards in Article II of Chapter 16.

6. **Drainage Compliance:** The final drainage report and construction drawings have been approved by the town engineer.
7. **No Floodplain Issues:** The site is located in FEMA Zone X and is not within any floodplain.
8. **Traffic Impacts:** Traffic impacts remain consistent with previous PUD approvals for 44 units. The Town's traffic consultant confirmed no additional traffic study was necessary.
9. **Infrastructure Capacity:** Referral agencies confirmed adequate capacity to serve the development.

Staff Recommendation - Site Plan:

Staff recommends that the Board of Trustees approve **Resolution 25R34**, granting approval for the Site Plan pursuant to Sections 16-2-10 through 16-2-100 of the Elizabeth Municipal Code.

The Planning Commission voted 4-1 to deny on October 7, 2025 based on Dale Court vacation concerns. The Town's retention of the sewer main addresses those concerns.

ATTACHMENTS:

Ordinance 25-11 (Dale Court Vacation)
Resolution 25R33 (Final Plat)
Resolution 25R34 (Site Plan)
Subdivision Improvement Agreement
Exhibit A (Applicant Submittal)
Exhibit B (Referral Agency Comments)
Exhibit C (Public Notice)

ORDINANCE 25-11

AN ORDINANCE VACATING DALE COURT, A TOWN ROADWAY

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Pursuant to C.R.S. § 43-2-303, the Town of Elizabeth hereby vacates Dale Court as more particularly described in **Exhibit A**, attached hereto and incorporated by this reference (collectively, the "Vacated Property").

Section 2. Pursuant to C.R.S. § 43-2-303(3), the Town hereby reserves for continued use an easement for utility purposes within the property described in **Exhibit A**, and thus no permanent structures that prevent access to such utilities may be constructed within the Vacated Property.

Section 3. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 4. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2025.

Passed by a vote of _____ for and _____ against and ordered published.

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

DALE COURT VACATION

A PARCEL OF PROPERTY BEING PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ELBERT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT AS DESCRIBED IN RECEPTION NO. 531671 IN ELBERT COUNTY RECORDS AND CONSIDERING THE EAST LINE OF SAID WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT TO BEAR S09°22'58”E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N80°19'44”E A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF BLOCK 28, ELIZABETH PHILLIPS ADDITION;

THENCE S09°22'58”E A DISTANCE OF 197.79 TO THE SOUTHWEST CORNER OF LOT 5 GRIMES MINOR REPLAT AS RECORDED IN RECEPTION NO. 548859 OF THE ELBERT COUNTY RECORDS;

THENCE S80°19'58”W A DISTANCE OF 16.00 FEET TO THE SOUTHEAST CORNER OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT AS DESCRIBED IN RECEPTION NO. 531671 IN ELBERT COUNTY RECORDS,

THENCE N09°22'58”W A DISTANCE OF 197.79 TO THE NORTHEAST CORNER OF SAID WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, ALSO BEING THE POINT OF BEGINNING.

SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.

ELIJAH FRANE, CO PS #38376
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES:

1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.
3. SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.
4. 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.

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: MBB/CHK: ERF	DATE: 8/27/2024
PROJECT NO: 66368	SCALE:

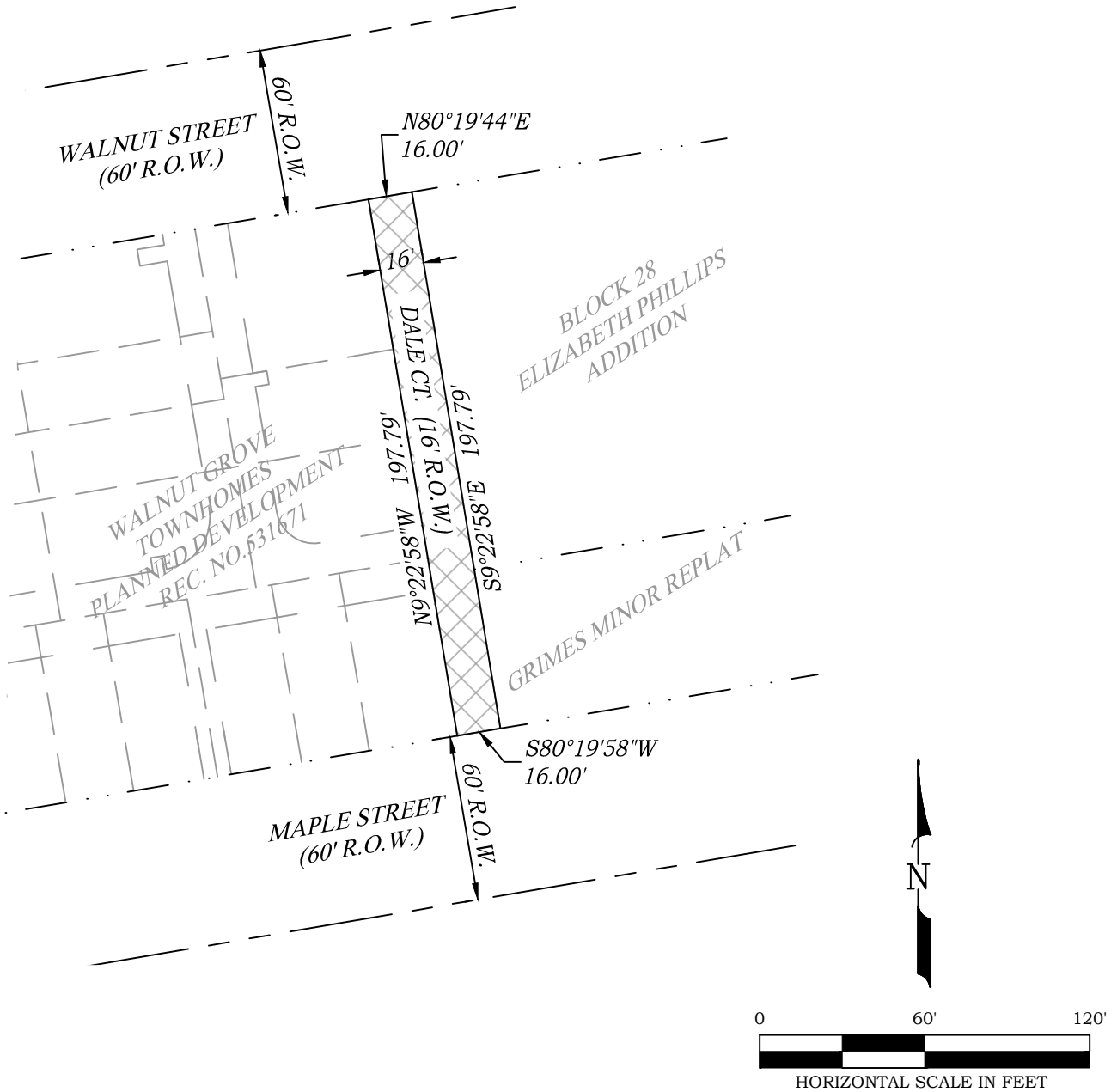
VACATION EXHIBIT

SHEET 1 OF 2
DRAWING NO. VACATION EXHIBIT

Z:\SHARED\PROJECTS\00000 – CIVIL PROJECTS\66368 – OTTO BURDEN – WALNUT GROVE MINOR SUB\04 – DRAWINGS\01 – WORKING\66368 – VACATION EXHIBIT.DWG

EXHIBIT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST, 6TH P.M.
ELBERT COUNTY, COLORADO



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2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: MBB/CHK: ERF	DATE: 8/27/2024
PROJECT NO: 66368	SCALE: 1" = 60'

VACATION EXHIBIT

SHEET 2 OF 2

DRAWING NO. VACATION EXHIBIT

Z:\SHARED\PROJECTS\00000 – CIVIL PROJECTS\66368 – OTTO BURDEN – WALNUT GROVE MINOR SUB\04 – DRAWINGS\01 – WORKING\66368 – VACATION EXHIBIT.DWG

RESOLUTION 25R33

A RESOLUTION APPROVING THE FINAL PLAT FOR WALNUT GROVE LOCATED AT E MAPLE STREET AND S ELBERT STREET

WHEREAS, Unibuilders, represented by Otto Burden, PE, has submitted an application for Final Plat approval for Walnut Grove, located at the southeast corner of E Walnut Street and S Elbert Street; and

WHEREAS, the Final Plat reconfigures the previously approved Walnut Grove Townhomes Planned Development from 28 lots and 2 tracts into 5 lots and 1 tract on 1.59 acres to accommodate 44 residential units; and

WHEREAS, the application has been reviewed in accordance with Section 16-3-60 of the Elizabeth Municipal Code and found to meet all applicable requirements; and

WHEREAS, the Planning Commission reviewed the application on October 7, 2025;

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

Section 1. The Board of Trustees hereby approves the Final Plat for Walnut Grove, as shown in Exhibit A attached hereto.

Section 2. This approval is contingent upon the recordation of Ordinance 25-11 vacating Dale Court.

PASSED, APPROVED, and ADOPTED this 14th day of October 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

Exhibit A

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PARCEL OF LAND BEING LOTS 1 THROUGH 28 AND TRACTS A & B WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, COUNTY OF ELBERT, STATE OF COLORADO LOCATED IN PART OF SECTION 18, TOWNSHIP 8, RANGE 64 WEST OF THE 6TH PRINCIPLE MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO AS RECORDED UNDER RECEPTION NO. 531671, PLAT BOOK 13 AT PAGE 70, CONTAINING 68,305 SQ.FT. OR 1.568 ACRES MORE OR LESS. TOGETHER WITH 1/2 OF THE VACATED ALLEY AS SHOWN ON RECEPTION NO. _____

CONTAINING 1.59 ACRES ±, A TOTAL OF 5 LOTS AND 1 TRACT.

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF WALNUT GROVE MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE 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. 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

_____
(ELIZABETH 44, LLC)

BY:_____

TITLE:_____

ATTEST
SECRETARY _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OR _____, 20___, BY _____

WITNESS MY HAND AN OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION:

I / WE _____,
OF_____DO HEREBY CERTIFY THAT I / WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

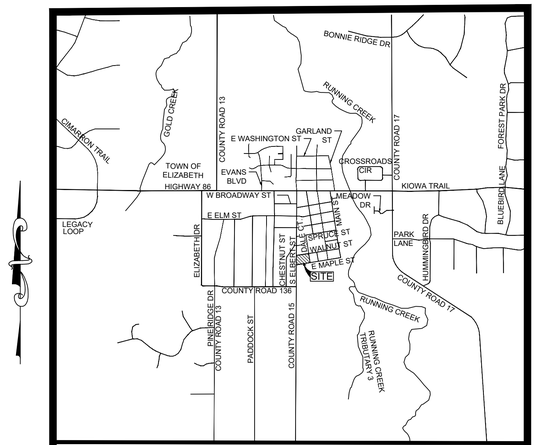
_____ ___ _____
DATE COMPANY NAME

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISION ON _____DAY OF _____, 20_____, A.D.

_____
CHAIR, PLANNING COMMISSION

"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."



KEY MAP
SCALE: 1" = 2000'

GENERAL NOTES:

1. BASIS OF BEARINGS: CONSIDERING THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 18 TO HAVE AN ASSUMED BEARING OF N00°24'23"W AND MONUMENTED AS SHOWN HEREON.

2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, 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 AUGUST 2019.

5. THE UNITS OF MEASUREMENT FOR THIS PLAT ARE US SURVEY FOOT WHICH IS EQUIVALENT TO ONE METER = 3.28084 FEET.

6. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A LOT, UNTIL A SITE PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.

7. CURRENT ZONING IS PLANNED DEVELOPMENT (PD).

8. BASED UPON FEMA FLOODPLAIN MAP PANEL 08039C0480C DATED 3/17/2011 THE SUBJECT PARCEL LIES WITHIN ZONE X AND IS THEREFORE NOT LOCATED WITHIN THE FLOODPLAIN.

9. "TRACT A" TO BE USED FOR WATER DETENTION AND WATER QUALITY POND AND WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION.

10. WALNUT GROVE WILL NOT INSTALL ANY FEATURE/IMPROVEMENT THAT PREVENTS UTILITY COMPANIES FROM MAINTAINING THEIR RESPECTIVE UNDERGROUND UTILITIES.

11. A UTILITY EASEMENT IS RESERVED OVER THE VACATED DALE COURT RIGHT-OF-WAY FOR UTILITY PURPOSES, WHICH MAY BE USED BY, BUT IS NOT LIMITED TO, TOWN OF ELIZABETH, BLACKHILLS ENERGY, AND CORE ELECTRIC.

TRACT TABLE

TRACT NAME	*AREA*	*MAINTENANCE*	*OWNERSHIP*
TRACT A	*0.12 ACRES*	*HOA*	*HOA*
LOT 1	*0.74 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 2	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 3	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 4	*0.16 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 5	*0.13 ACRES*	*HOA*	*HOA*

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, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

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

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK SIGNATURE

THE STREETS AND ROADS, LOTS, TRACTS, PARCELS AND EASEMENTS SHOWN ON THE PLAT OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, FINAL PLAT , RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #531671 ARE HEREBY VACATED THIS ____ DAY OF _____, 20___.

_____

Mayor, Town of Elizabeth

Attest: _____

Town Clerk

SURVEYOR'S CERTIFICATION:

I, ELIJAH FRANE, 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 AUGUST 29, 2019, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20__.

_____
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
(PRINTED NAME)_____

ELIJAH FRANE PLS#38376

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
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_____.

(NAME)_____
ELBERT COUNTY CLERK AND RECORDER

CLIENT: UNIBUILDERS
2200 S. JASMINE ST UNIT 109
DENVER, CO 80222

ENGINEER: COLORADO CIVIL ENGINEERING
41435 COUNTRY ROSE CIRCLE
PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/29/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

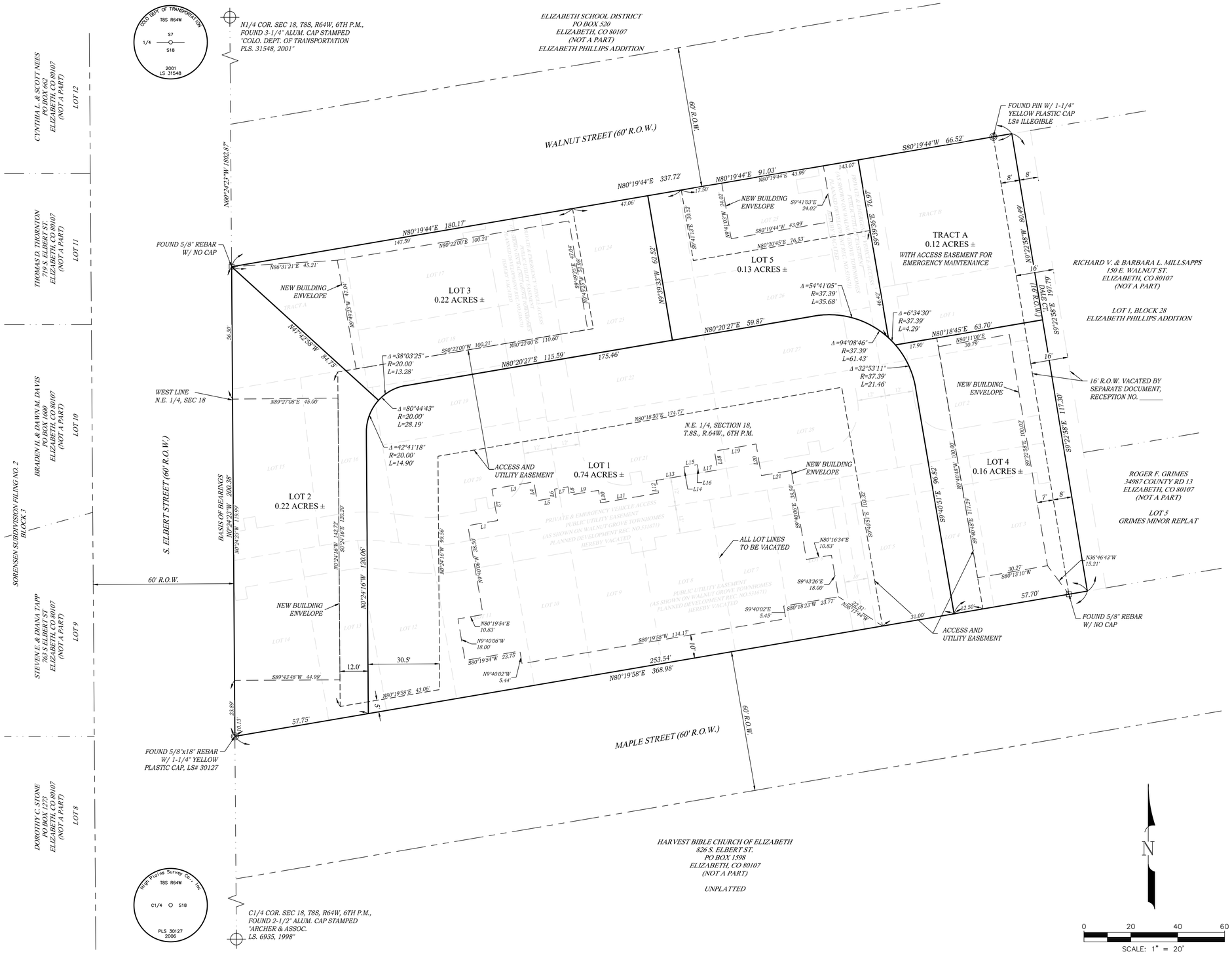
DRAWN BY: MBH	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE:
FIELD WORK COMPLETED: 8/29/2019		SHEET 1 OF 2

D:\COLORADO CIVIL ENGINEERING\CCE - VAULT\147 WALNUT GROVE\SURVEYOR FILES\09-29-2025 PLAT\66368 - WALNUT GROVE SUBDIVISION.DWG

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1–28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N80°19'54"E	12.92'
L2	N10°27'18"W	13.66'
L3	N80°19'54"E	18.18'
L4	S09°40'06"E	8.16'
L5	N80°19'54"E	8.19'
L6	N09°40'06"W	3.66'
L7	N80°19'54"E	5.81'
L8	S09°13'05"E	3.64'
L9	N80°24'39"E	12.58'
L10	S09°40'06"E	5.47'
L11	N80°18'14"E	25.08'
L12	N09°40'06"W	5.46'
L13	N80°02'19"E	12.50'
L14	N08°48'57"W	3.60'
L15	N80°19'54"E	5.81'
L16	S09°40'06"E	3.66'
L17	N80°19'54"E	8.19'
L18	N09°40'06"W	8.16'
L19	N80°19'54"E	17.98'
L20	S09°42'43"E	13.66'
L21	N80°19'54"E	12.92'

LEGEND:

- PROPOSED LOT LINE
- LOT LINE TO BE VACATED
- NEW EASEMENT LINE
- EASEMENT LINE TO BE VACATED
- EXISTING RIGHT OF WAY LINE
- NEW BUILDING ENVELOPE

CLIENT: UNIBUILDERS
2200 S. JASMINE ST UNIT 109
DENVER, CO 80222

ENGINEER: COLORADO CIVIL ENGINEERING
41435 COUNTRY ROSE CIRCLE
PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/25/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRAWN BY: MBB	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE: 1" = 20'
FIELD WORK COMPLETED: 8/29/2019		SHEET 2 OF 2

D:\COLORADO CIVIL ENGINEERING\CCE - VAULT\1347 WALNUT GROVE\SURVEYOR FILES\09-29-2025 PLAT\66368 - WALNUT GROVE SUBDIVISION.DWG

RESOLUTION 25R34

A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN FOR WALNUT GROVE LOCATED AT E MAPLE STREET AND S ELBERT STREET

WHEREAS, Unibuilders, represented by Otto Burden, PE, has submitted an application for Site Plan approval for Walnut Grove, located at the southeast corner of E Walnut Street and S Elbert Street; and

WHEREAS, the application has been reviewed in accordance with Sections 16-2-10 through 16-2-100 of the Elizabeth Municipal Code and found to meet all applicable requirements; and

WHEREAS, the Planning Commission reviewed the application on October 7, 2025;

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

Section 1. The Board of Trustees hereby approves the Site Plan for Walnut Grove, attached hereto as Exhibit A.

PASSED, APPROVED, and ADOPTED this 14th day of October 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

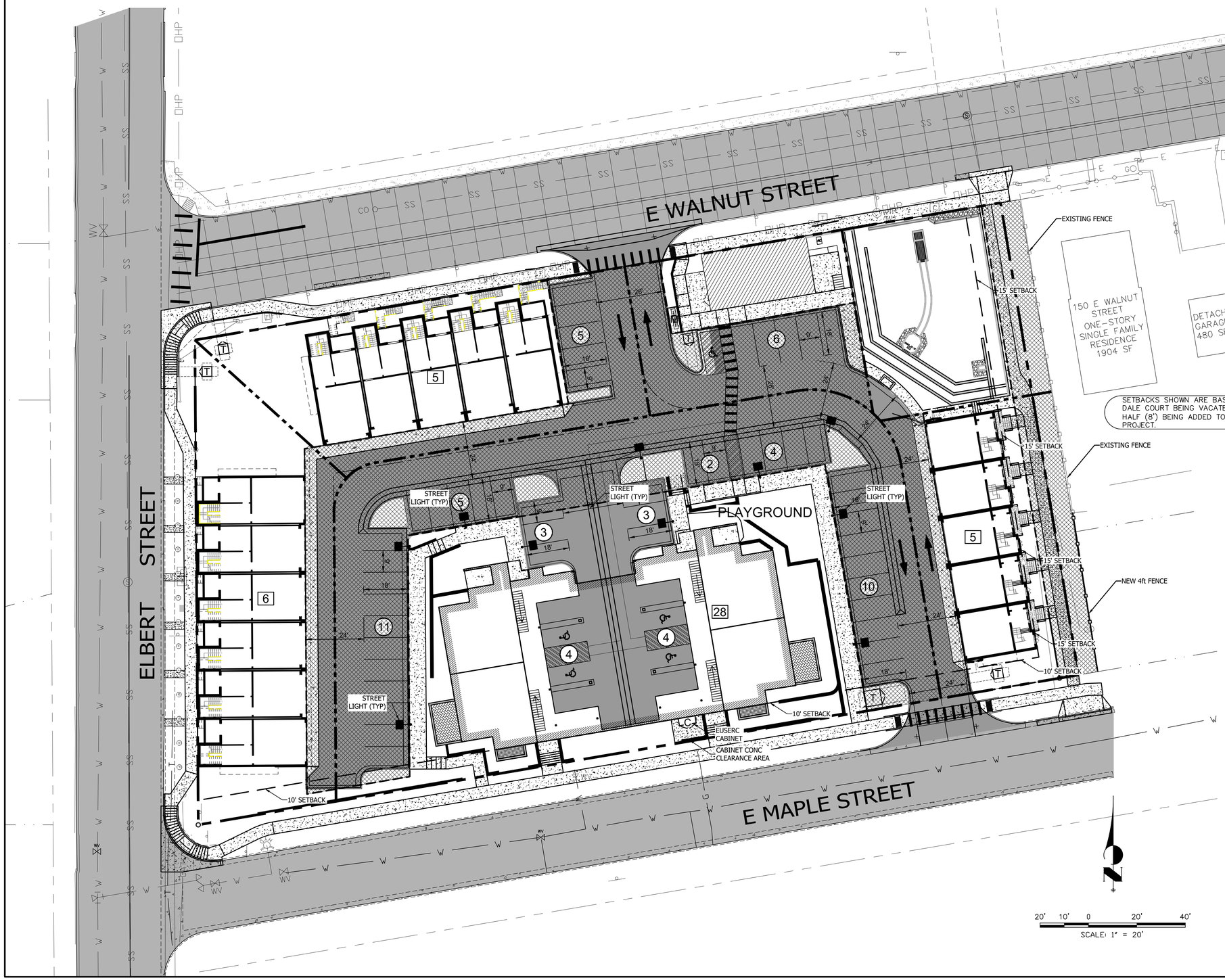
ATTEST:

_____
Michelle M. Oeser, Town Clerk

WALNUT GROVE

FINAL SITE PLAN

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT
PART OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST, 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



EASEMENT

ACCESS AND UTILITY EASEMENT

NOTES

ALL PROPOSED OUTDOOR LIGHTING SHALL COMPLY WITH THE TOWN LAND USE AND DEVELOPMENT CODE LIGHTING REQUIREMENTS OR THE DESIGN REVIEW STANDARDS AND GUIDELINES, WHICHEVER IS MORE RESTRICTIVE.

PARKING CALCULATIONS

REQUIRED PARKING SPACES = 44X 2 = 88

PARKING SPACES PROVIDED = 88

OPEN SPACE CALCULATIONS

PLAT BOUNDARY AREA = 71,467 SF

OPEN SPACE AREA = 15,713 SF

PERCENT OPEN SPACE = 22%

CCE Colorado Civil Engineering, LLC
41435 Country Rose Circle
Parker, Colorado 80138
303-708-1930

PREPARED FOR:
UNIBUILDERS
2200 S JASMINE ST UNIT 109
DENVER, CO 80222-5708

WALNUT GROVE
ELIZABETH, COLORADO

JOB NO.	1347
DESIGN BY:	OB
ISSUE DATE:	10/01/24

REVISIONS:
1.) INITIAL SUBMITTAL 10/01/2024
2.) RESUBMITTAL 03/07/2025
3.) RESUBMITTAL 05/21/2025
4.) ADDED PKG SPACE 08/04/2025

FINAL SITE PLAN

C 1

SHEET: 1 OF 1

SUBDIVISION AGREEMENT
WALNUT GROVE SUBDIVISION

THIS AGREEMENT is made this _____ day of _____, 2025, by and between the Town of Elizabeth, Colorado, a statutory municipality (the "**Town**"), and (individually and collectively, the "**Developer**").

RECITALS

A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Walnut Grove, 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 material 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 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 it shall construct and dedicate in accordance with Section 10 of this Agreement, those Public Improvements more particularly described in **Exhibit C**, attached hereto, and incorporated herein by this reference (the "**Public Improvements**"), including the following:

a. Streets, curbs and gutters as depicted on Exhibit B, with the cost estimates identified on Exhibit C;

b. Sidewalks as depicted on Exhibit B, with the cost estimates identified on Exhibit C;

c. Domestic water and wastewater mains, and stormwater infrastructure to serve the Property, with the cost estimates identified on Exhibit C; and

d. Those landscaping improvements within the Property in accordance with those landscape drawings approved by the Town, with the cost estimates identified on Exhibit C.

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 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 paragraphs 3 and 6 of this Agreement, including the inspections hereof, shall be performed on or before **October 14th, 2027** except that landscaping improvements as set forth in Exhibit C shall be performed on or before **October 14, 2027** and proper application for probationary acceptance of the Public Improvements shall be made on or before such date. 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. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of Performance Guarantee for the Public Improvements to the Town within ninety (90) days of the execution of this Agreement, and the failure of the Developer to provide the Performance Guarantee for the Public Improvements to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. The Town shall thereafter record the final plat in the real estate records of Elbert County following receipt of the Performance Guarantee as defined herein. Such Performance Guarantee 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 Guarantee"). Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, 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 Guarantee.

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 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 Guarantee, the Town may exercise the remedies provided for in paragraph 5 of this Agreement.

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 Guarantee 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 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. 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 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 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 159 151 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:	Dave Ahmadabad Universal Builders/Elizabeth 44 LLC 2200 S Jasmine St, Unit 109 Denver, CO 80222-5708

With Copies to: Otto Burden, PE
Colorado Civil Engineering LLC
41435 Country Rose Circle
Parker, CO 80138

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

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, CMC, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

DEVELOPER: ***UNIVERSAL BUILDERS/ELIZABETH 44 LLC***

_____
By: ***Dave Ahmadabad, Owner/Developer Universal Builders/Elizabeth 44 LLC***

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

My commission expires: _____.

(SEAL)

_____
Notary Public

CVFG@GR ?

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PARCEL OF LAND BEING LOTS 1 THROUGH 28 AND TRACTS A & B WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, COUNTY OF ELBERT, STATE OF COLORADO LOCATED IN PART OF SECTION 18, TOWNSHIP 8, RANGE 64 WEST OF THE 6TH PRINCIPLE MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO AS RECORDED UNDER RECEPTION NO. 531671, PLAT BOOK 13 AT PAGE 70, CONTAINING 68,305 SQ.FT. OR 1.568 ACRES MORE OR LESS. TOGETHER WITH 1/2 OF THE VACATED ALLEY AS SHOWN ON RECEPTION NO. _____

CONTAINING 1.59 ACRES ±, A TOTAL OF 5 LOTS AND 1 TRACT.

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF WALNUT GROVE MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE 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. 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

_____
(ELIZABETH 44, LLC)

BY:_____

TITLE:_____

ATTEST
SECRETARY _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OR _____, 20___, BY _____

WITNESS MY HAND AN OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION:

I / WE _____,
OF_____DO HEREBY CERTIFY THAT I / WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

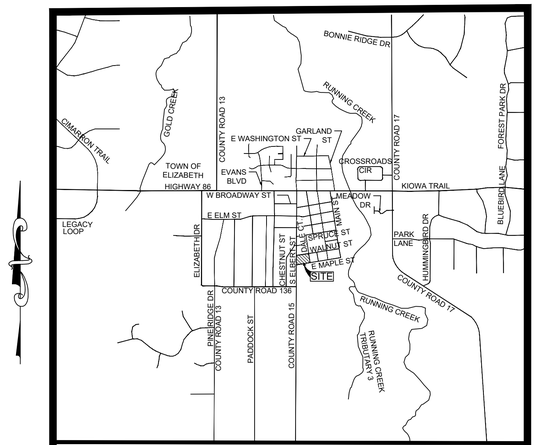
_____ ___ _____
DATE COMPANY NAME

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISION ON _____DAY OF _____, 20_____, A.D.

_____
CHAIR, PLANNING COMMISSION

"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."



KEY MAP
SCALE: 1" = 2000'

GENERAL NOTES:

1. BASIS OF BEARINGS: CONSIDERING THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 18 TO HAVE AN ASSUMED BEARING OF N00°24'23"W AND MONUMENTED AS SHOWN HEREON.

2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, 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 AUGUST 2019.

5. THE UNITS OF MEASUREMENT FOR THIS PLAT ARE US SURVEY FOOT WHICH IS EQUIVALENT TO ONE METER = 3.28084 FEET.

6. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A LOT, UNTIL A SITE PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.

7. CURRENT ZONING IS PLANNED DEVELOPMENT (PD).

8. BASED UPON FEMA FLOODPLAIN MAP PANEL 08039C0480C DATED 3/17/2011 THE SUBJECT PARCEL LIES WITHIN ZONE X AND IS THEREFORE NOT LOCATED WITHIN THE FLOODPLAIN.

9. "TRACT A" TO BE USED FOR WATER DETENTION AND WATER QUALITY POND AND WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION.

10. WALNUT GROVE WILL NOT INSTALL ANY FEATURE/IMPROVEMENT THAT PREVENTS UTILITY COMPANIES FROM MAINTAINING THEIR RESPECTIVE UNDERGROUND UTILITIES.

11. A UTILITY EASEMENT IS RESERVED OVER THE VACATED DALE COURT RIGHT-OF-WAY FOR UTILITY PURPOSES, WHICH MAY BE USED BY, BUT IS NOT LIMITED TO, TOWN OF ELIZABETH, BLACKHILLS ENERGY, AND CORE ELECTRIC.

TRACT TABLE

TRACT NAME	*AREA*	*MAINTENANCE*	*OWNERSHIP*
TRACT A	*0.12 ACRES*	*HOA*	*HOA*
LOT 1	*0.74 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 2	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 3	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 4	*0.16 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 5	*0.13 ACRES*	*HOA*	*HOA*

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, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

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

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK SIGNATURE

THE STREETS AND ROADS, LOTS, TRACTS, PARCELS AND EASEMENTS SHOWN ON THE PLAT OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, FINAL PLAT , RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #531671 ARE HEREBY VACATED THIS ____ DAY OF _____, 20___.

_____

Mayor, Town of Elizabeth

Attest: _____

Town Clerk

SURVEYOR'S CERTIFICATION:

I, ELIJAH FRANE, 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 AUGUST 29, 2019, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20__.

_____
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
(PRINTED NAME)_____

ELIJAH FRANE PLS#38376

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
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_____.

(NAME)_____
ELBERT COUNTY CLERK AND RECORDER

CLIENT: UNIBUILDERS
2200 S. JASMINE ST UNIT 109
DENVER, CO 80222

ENGINEER: COLORADO CIVIL ENGINEERING
41435 COUNTRY ROSE CIRCLE
PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/29/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

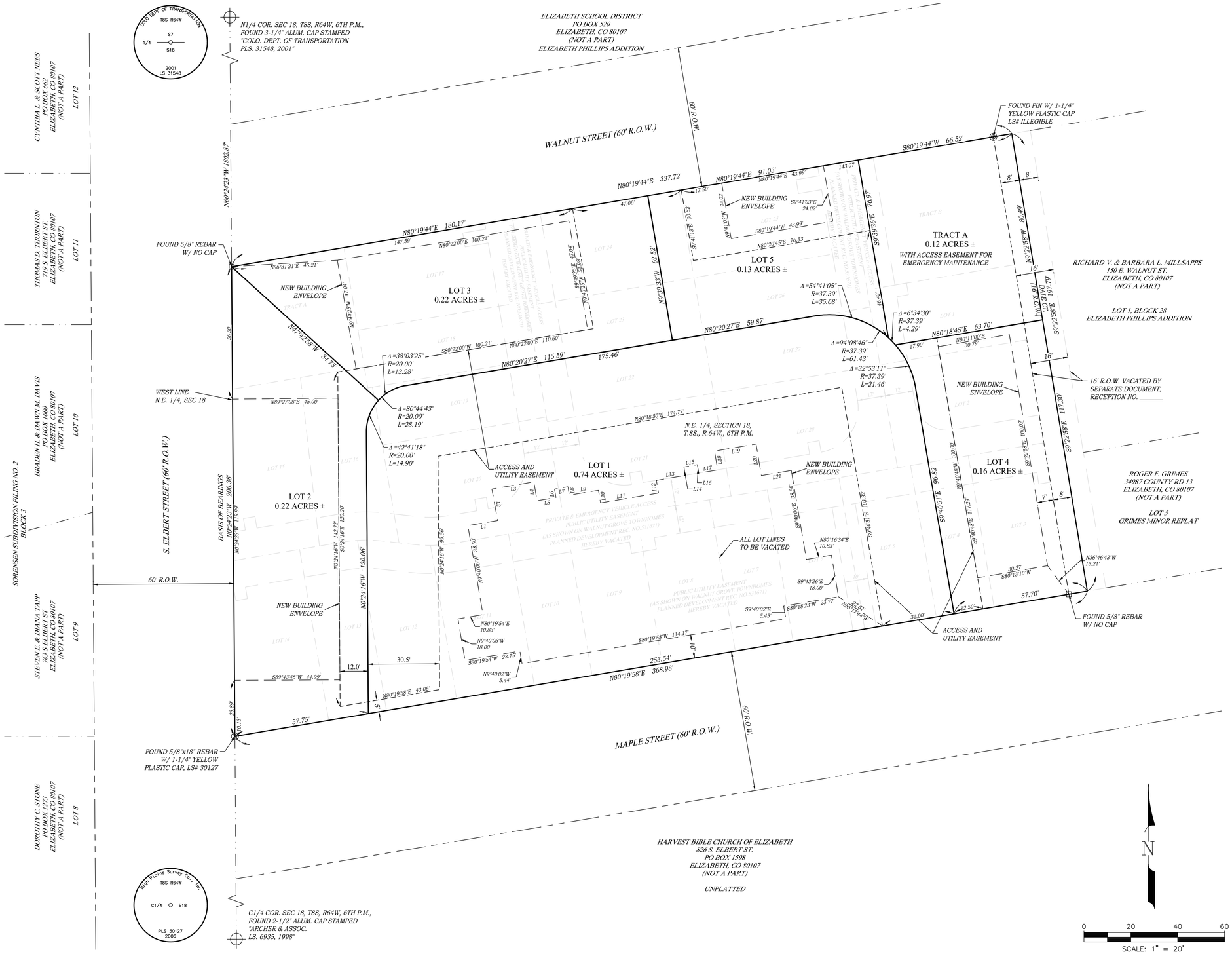
DRAWN BY: MBH	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE:
FIELD WORK COMPLETED: 8/29/2019		SHEET 1 OF 2

D:\COLORADO CIVIL ENGINEERING\CCE - VAULT\147 WALNUT GROVE\SURVEYOR FILES\09-29-2025 PLAT\66368 - WALNUT GROVE SUBDIVISION.DWG

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1–28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N80°19'54"E	12.92'
L2	N10°27'18"W	13.66'
L3	N80°19'54"E	18.18'
L4	S09°40'06"E	8.16'
L5	N80°19'54"E	8.19'
L6	N09°40'06"W	3.66'
L7	N80°19'54"E	5.81'
L8	S09°13'05"E	3.64'
L9	N80°24'59"E	12.58'
L10	S09°40'06"E	5.47'
L11	N80°18'14"E	25.08'
L12	N09°40'06"W	5.46'
L13	N80°02'19"E	12.50'
L14	N08°48'57"W	3.60'
L15	N80°19'54"E	5.81'
L16	S09°40'06"E	3.66'
L17	N80°19'54"E	8.19'
L18	N09°40'06"W	8.16'
L19	N80°19'54"E	17.98'
L20	S09°42'43"E	13.66'
L21	N80°19'54"E	12.92'

LEGEND:

- PROPOSED LOT LINE
- LOT LINE TO BE VACATED
- NEW EASEMENT LINE
- EASEMENT LINE TO BE VACATED
- EXISTING RIGHT OF WAY LINE
- NEW BUILDING ENVELOPE

CLIENT:	UNIBUILDERS 2200 S. JASMINE ST UNIT 109 DENVER, CO 80222
ENGINEER:	COLORADO CIVIL ENGINEERING 41435 COUNTRY ROSE CIRCLE PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/25/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRAWN BY: MBB	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE: 1" = 20'
FIELD WORK COMPLETED: 8/29/2019		SHEET 2 OF 2

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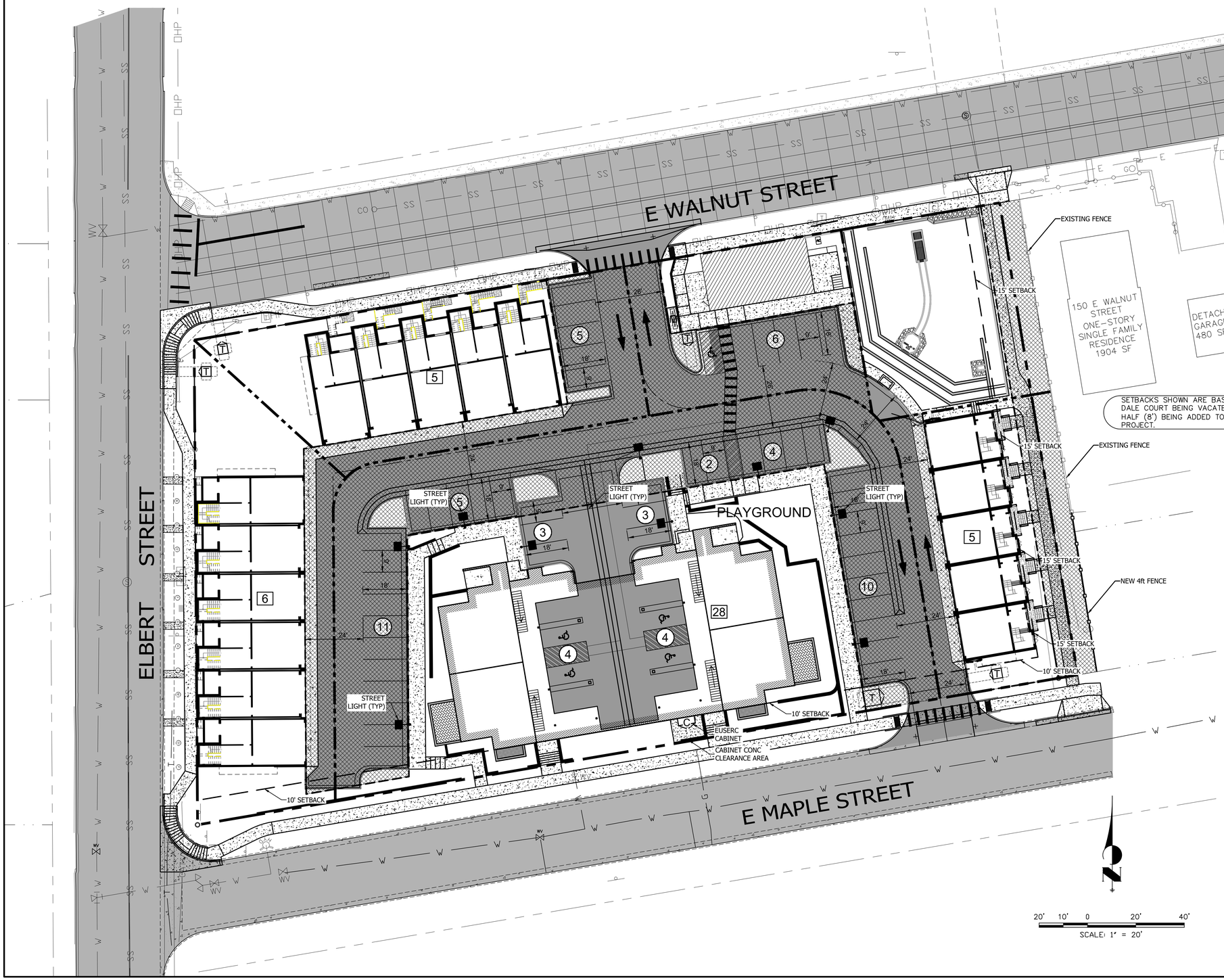
WALNUT GROVE

FINAL SITE PLAN

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT
PART OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST, 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



EASEMENT

ACCESS AND UTILITY EASEMENT

NOTES

ALL PROPOSED OUTDOOR LIGHTING SHALL COMPLY WITH THE TOWN LAND USE AND DEVELOPMENT CODE LIGHTING REQUIREMENTS OR THE DESIGN REVIEW STANDARDS AND GUIDELINES, WHICHEVER IS MORE RESTRICTIVE.

PARKING CALCULATIONS

REQUIRED PARKING SPACES = 44X 2 = 88

PARKING SPACES PROVIDED = 88

OPEN SPACE CALCULATIONS

PLAT BOUNDARY AREA = 71,467 SF

OPEN SPACE AREA = 15,713 SF

PERCENT OPEN SPACE = 22%

CCE Colorado Civil Engineering, LLC
41435 Country Rose Circle
Parker, Colorado 80138
303-708-1930

PREPARED FOR:
UNIBUILDERS
2200 S JASMINE ST UNIT 109
DENVER, CO 80222-5708

WALNUT GROVE
ELIZABETH, COLORADO

JOB NO.	1347
DESIGN BY:	OB
ISSUE DATE:	10/01/24

REVISIONS:
1.) INITIAL SUBMITTAL 10/01/2024
2.) RESUBMITTAL 03/07/2025
3.) RESUBMITTAL 05/21/2025
4.) ADDED PKG SPACE 08/04/2025

FINAL SITE PLAN

C 1

SHEET: 1 OF 1

LIVE GROUND COVER LEGEND

LIVE COVER TABLE

TOTAL LANDSCAPE AREA: 14,179 SF (NOT INCLUDING PLAY AREA)
100% LIVE COVER: GRASS AREA = 3,235 SF
ROCK WITH PLANTS LANDSCAPE AREA: 10,944 SF
APPROXIMATE LIVE COVER FOR SHRUBS, ORNAMENTAL GRASS & PERENNIALS: 8,400 SF (PLANTS SHOWN AT MATURE WIDTH, DOES NOT INCLUDE TREE CANOPIES)
APPROXIMATE LIVE COVER: 76.7%

LANDSCAPE CODE NOTES

a. Deciduous trees shall be at least two-inch caliper measured at DBH (diameter at breast height), except ornamental and flowering trees, which shall be one-and-one-half-inch caliper measured at DBH.
b. Evergreen trees shall be a minimum height of six (6) feet.
c. Shrubs shall be five-gallon container size or larger. Three (3) shrubs of one-gallon size may be substituted for each five-gallon shrub per the approved site plan.
d. Ground cover and vines shall be a minimum one-gallon size
e. Wood chips and wood shavings have no minimum size, but shall be a minimum depth of four (4) inches installed over an approved geotextile weed barrier fabric.
f. Rock or stone shall be one (1) inch to six (6) inches in diameter and a minimum depth of three (3) inches installed over an approved geotextile weed barrier fabric.

CODE REQUIREMENTS

LANDSCAPE SETBACKS (LS)

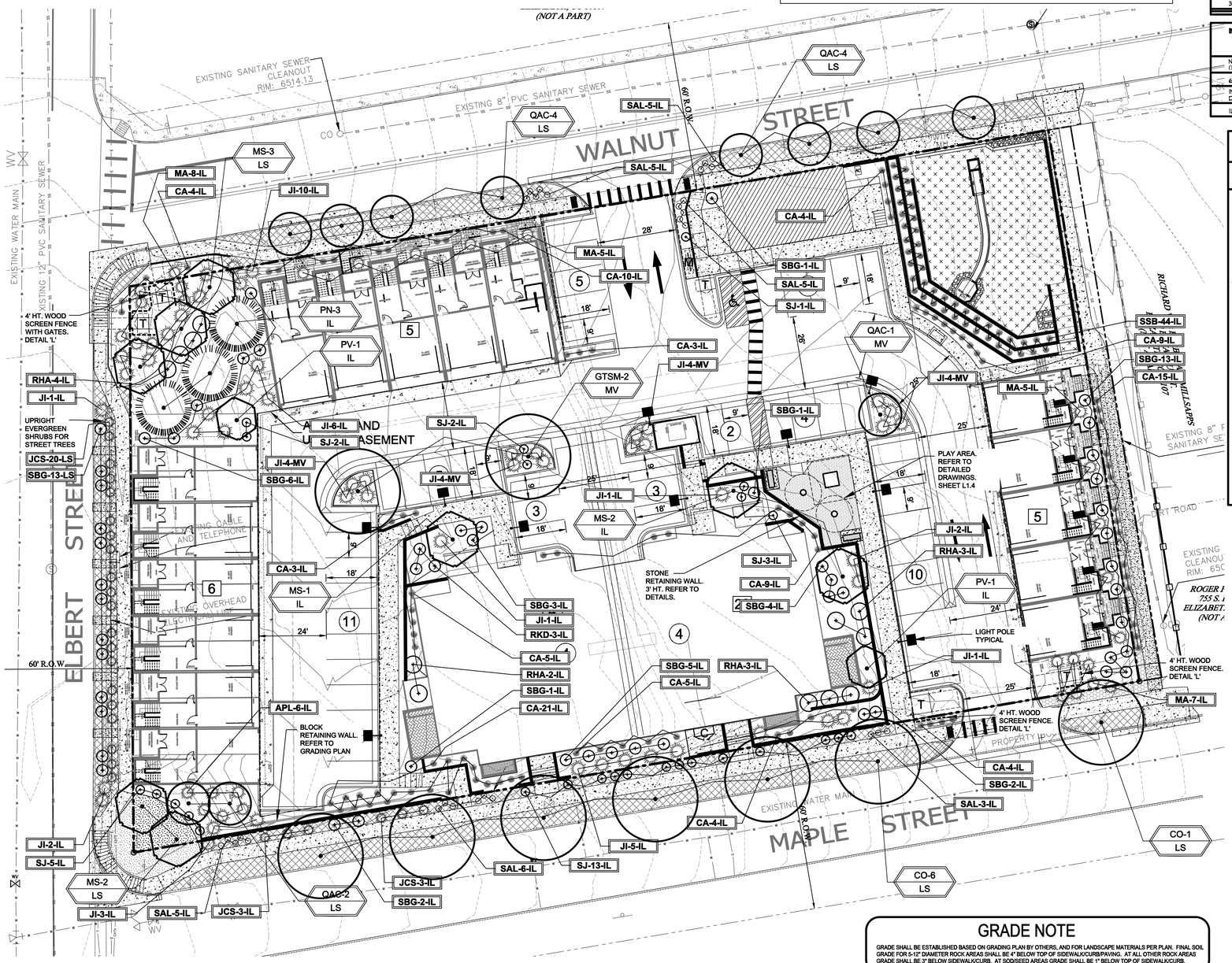
STREET NAME OR ZONE BOUNDARY (ELEV.)	STREET CLASSIFICATION	WIDTH (FT.) REQ./PROV.	LINEAR FOOTAGE	TREE/FEET REQUIRED	NO. OF TREES REQ./PROVIDED
WALNUT STREET	PUBLIC	10/10 FT	328 LF	1/40 FT	8/8
MAPLE STREET	PUBLIC	10/10 FT	362 LF	1/40 FT	9/9
ELBERT STREET	PUBLIC	10/10 FT	200 LF	1/40 FT	5/5 (AT CORNERS DUE TO UTILITIES)

MOTOR VEHICLE LOTS (MV)

NO. OF VEHICLE ISLANDS PROVIDED	SHADE TREES (1/5 SPACES) REQ./PROV.	SHRUBS 4 PER ISLAND REQ./PROV.
3 ISLANDS	3/3	12/12

INTERNAL LANDSCAPING (IL)

NET SITE AREA (SF) (LESS PUBLIC ROW)	PERCENT MINIMUM INTERNAL AREA (5%)	INTERNAL AREA (SF) REQ./PROV.	INTERNAL TREES (1/1500 SF) REQ./PROV.	INTERNAL SHRUBS (5/1500 SF) REQ./PROV.
68,303 SF	RESIDENTIAL	10245/10330 SF	8/8	40/40
INTERNAL PLANT ABBR. DENOTED ON PLAN	PERCENT GROUND PLANE VEG. REQ./PROV.			
IL	75%/75%			



PLANT SCHEDULE

Symbol	Abbr.	Quanity	Botanical Name	Common Name	Mature Size	Planting Size
EVERGREEN TREES:					W X HT	
	PN	3	Pinus nigra	Austrian Pine	20'x45'	6' ht.
DECIDUOUS TREES:						B & B
	CO	7	Celtis occidentalis	Hackberry	30' x 40'	2"cal.
	GTSM	2	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	30'X30'	2"cal.
	MS	8	Malus 'Spring Snow'	Spring Snow Crabapple	15'X15'	1-1/2"cal.
	PV	2	Prunus virginiana 'Schubert'	Canada Red Cherry	15'X15'	1-1/2"cal.
	QAC	11	Quercus albex Q. robur 'Crimschmidt'	Crimson Spire Oak	15' x 45'	1-1/2"cal.
EVERGREEN SHRUBS:						Container
	ACP	6	Archostaphylos coloradoensis'Panchito'	Panchito Manzanita	36"x24"	# 5
	JCS	26	Juniperus x chinensis 'Spartan'	Spartan Juniper	3-4' x 12-15'	# 5
	JI	51	Archostaphylos coloradoensis'Panchito'	Panchito Manzanita	3' X 18"	# 5
	MA	25	Mahonia aquifolium compacta	Compact Oregon Grape Holly	3-4' x 2-3'	# 5
DECIDUOUS SHRUBS:						Container
	RHA	12	Rhus aromatica 'Gro-low'	Sumac Gro-Low	5-7' x 2-3'	# 5
	RKD	3	Rosa x double knockout 'Radtko'	Double Knockout Rose	3-4' x 3-4'	# 5
	SBG	51	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	3-4' x 2-3'	# 5
	SJ	28	Spiraea japonica 'Majic Carpet'	Majic Carpet, Spirea	1-2' x 1-2'	# 5
ORNAMENTAL GRASSES AND PERENNIALS:						Container
	CA	96	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1-3' / 2-3'	#5 cont.
	SSB	44	Schizachyrium scoparium 'Blaze'	Little Bluestem Grass 'Blaze'	2-3' x 2-3'	#5 cont.
	SAL	29	Salvia nemorosa 'May Night'	May Night Salvia	24" x 24"	#1 cont.

NOTE: QUANTITIES SHOWN IN SCHEDULE ARE FOR CONVENIENCE ONLY.
CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL MATERIALS PER PLAN.

GROUND COVER LEGEND

SYMBOL	DESCRIPTION	APPROX. SF
	Kentucky Bluegrass Sod	317 SF
	Seed Grass Mix 'C' Submit sample/spec prior to ordering material	2,918 SF
	Mountain Granite Rock: 1.5" Diameter (with weed barrier) Submit sample/spec prior to ordering material	4,024 SF
	Clear Creek Rock: 2-6" Diameter (with weed barrier) Submit sample/spec prior to ordering material	6,920 SF
	Play surface: Engineered wood fiber Submit sample/spec prior to ordering material	595 SF
	RIGHT OF WAY	
	Kentucky Bluegrass Sod	353
	Mountain Granite Rock: 1.5" Diameter (with weed barrier) Submit sample/spec prior to ordering material	435 SF
	Clear Creek Rock: 2-6" Diameter (with weed barrier) Submit sample/spec prior to ordering material	5,689 SF
	Retaining Wall: Allen Block, Metro Classic, color gray Submit sample/spec prior to ordering material	
	Steel Edger Submit sample/spec prior to ordering material	
	Remove All Existing Siberian Elm Tree	

NOTE: QUANTITIES SHOWN IN SCHEDULE ARE FOR CONVENIENCE ONLY.
CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL MATERIALS PER PLAN.

FINAL LANDSCAPE PLAN

NORTH
5 10 15 20 30
SCALE 1"= 20'

IRRIGATION NOTE

INSTALL ALL IRRIGATION SUPPLY LINES MINIMUM 3' FROM CORE TRANSFORMERS

811 Know what's below. Call before you dig.

GRADE NOTE

GRADE SHALL BE ESTABLISHED BASED ON GRADING PLAN BY OTHERS, AND FOR LANDSCAPE MATERIALS PER PLAN. FINAL SOIL GRADE FOR 5-12" DIAMETER ROCK AREAS SHALL BE 4" BELOW TOP OF SIDEWALK/CURB/PAVING. AT ALL OTHER ROCK AREAS GRADE SHALL BE 3" BELOW SIDEWALK/CURB. AT SOD/SEED AREAS GRADE SHALL BE 1" BELOW TOP OF SIDEWALK/CURB.

UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 6' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

DOCUMENT NOTE

IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, LANDSCAPE ARCHITECT SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES, OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS, OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH LANDSCAPE ARCHITECT'S DOCUMENTS.

HIGHER GROUND DESIGNS, INC.
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN
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HIGHER GROUND DESIGNS

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WALNUT GROVE
TOWN OF ELIZABETH, CO

PREPARED FOR:

JOHN JAMES MACKAY 571 07/23/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

JOB NUMBER 1139-23

REVISIONS	
9-3-24	PER REVISIONS
2-20-25	PER REVISIONS
3-11-25	PER REVISIONS
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION LANDSCAPE PLAN
SHEET NO. L1.1

LAYOUT NOTE

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL LANDSCAPE SHOWN ON THIS PLAN. ANY DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. DEVIATIONS FROM THE APPROVED PLAN MAY REQUIRE APPROVAL BY THE TOWN OF ELIZABETH PLANNING AND OWNER REPRESENTATIVE.

INSTALLATION NOTES

REMOVE EXISTING TREES, DEBRIS AND WEEDS FROM SITE PRIOR TO CONSTRUCTION (AS SHOWN PER PLAN).

LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SITE DURING CONSTRUCTION. WEEDS AND TRASH SHALL BE REMOVED DAILY AS REQUIRED.

EXISTING TOPSOIL TO BE STOCKPILED ON-SITE AND USED DURING CONSTRUCTION TO ESTABLISH GRADES WITHIN LANDSCAPE AREAS AS SHOWN PER PLAN.

CONTRACTOR SHALL REFER TO ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO HANDBOOK (ALCC) , 2007 REVISED EDITION FOR ALL CONSTRUCTION FOR THIS SITE. CONTACT OWNER/LANDSCAPE ARCHITECT FOR QUESTIONS.

QUANTITIES SHOWN IN PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANT MATERIAL PER PLAN.

LANDSCAPE ARCHITECT SHALL HAVE OPPORTUNITY TO INSPECT AND APPROVE ALL TREES AND ALL 1-15 GALLON MATERIAL AT JOB SITE PRIOR TO PLANTING, INCLUDING PLACEMENT INSPECTION.

STEEL EDGING TO BE GREEN PRO-STEEL (1/8" x 4" x 10') WITH STAKES OR APPROVED EQUAL. EDGING TO BE EXPOSED 1/2" MAXIMUM ABOVE FINISHED GRADES. INSTALL PER MANUFACTURE RECOMMENDATIONS. SEE PLAN FOR EDGING LOCATIONS.

ALL ROCK COVER AREAS ONLY TO BE PREPARED WITH 3 OZ PROFESSIONAL GRADE POLYSPUN WEED BARRIER WITH STAPLES AT 5' O.C. FABRIC SEAMS TO BE OVERLAPPED 6" MIN. AND SECURED WITH STAPLES.

GROUND COVER SHALL BE CONTINUOUS UNDER ALL SHRUBS THROUGHOUT PROJECT SITE. REFER TO PLANTING DETAILS.

TREES AND SHRUBS TO RECEIVE ORGANIC MULCH PER DETAILS, INCLUDING ROCK AREAS-SEE DETAILS, UNLESS OTHERWISE SPECIFIED. ORGANIC MULCH TO BE 'CASCADE CEDAR' WITH NO LANDSCAPE FABRIC 4" DEPTH.

DO NOT PLANT SHRUBS OR TREES OF INCOMPATIBLE WATER REQUIREMENTS IMMEDIATELY ADJACENT (MINIMUM 5') TO ONE ANOTHER.

PLANT BACKFILL SHALL BE 70% NATIVE ON-SITE SOIL, AND 30% BREW-GRO BIOCOMP CLASS 1 (OR CITY APPROVED EQUAL).

A REPRESENTATIVE SAMPLE OF THE BOTANICAL NAME TAGS, FURNISHED BY THE NURSERY STOCK PROVIDER SHALL REMAIN ATTACHED TO THE PLANTS UNTIL FINAL INSPECTION.

LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF STORM DRAINAGE FROM ADJACENT LANDSCAPE AREAS OR BUILDING DOWNSPOUTS WILL ADVERSELY AFFECT LANDSCAPED AREAS PER THE PLAN.

PRIOR TO INSTALLING PLANTS OR GROUND COVER BROADCAST (PLANT SAFE) PREEN WEED PRE-EMERGENT, OR APPROVED EQUAL, IN ALL PLANTING AREAS PER MANUFACTURE RECOMMENDATIONS. WWW.PREEN.COM

PLANTING AREA SOIL PREP NOTES

FOR ALL PLANTING AREAS SOIL PREPARATION FOR UNDISTURBED OR COMPACTED AREAS:

A. RIP EXISTING SOIL TO A DEPTH OF NINE (9) INCHES MINIMUM IN ONE DIRECTION USING AN AGRICULTURAL RIPPER WITH TINES SPACED NO FURTHER THAN EIGHTEEN (18) INCHES APART OR TILL TO 6" DEPTH. AREAS ADJACENT TO WALKS, STRUCTURES, CURBS, ETC., WHERE THE USE OF LARGE MECHANICAL EQUIPMENT IS DIFFICULT SHALL BE WORKED WITH SMALLER EQUIPMENT OR BY HAND.

B. REMOVE ALL RUBBLE, STONES AND EXTRANEOUS MATERIAL OVER TWO (2) INCHES IN DIAMETER FROM THE SITE.

C. FOR TREE LOCATIONS REMOVE AND REPLACE EXISTING SOIL TO 36" DEPTH. IF CLAY OR SAND REPLACE WITH GRADE B TOPSOIL.

FIRE SIGNAGE NOTE

ANY VEGETATION THAT MAY GROW TO OR IMMEDIATELY OBSTRUCT ANY FIRE LANE SIGNAGE WILL BE PLANTED IN SUCH A WAY TO PREVENT ANY FUTURE OBSTRUCTION OF SUCH SIGNAGE .

GRADING AND DRAINAGE NOTE

EXISTING GRADING AND DRAINAGE SHOULD BE MAINTAINED AND IS BY OTHERS. ALL GRADES SHOULD SLOPE MINIMUM AWAY FROM ALL BUILDING FOUNDATION. PRIOR TO, OR DURING CONSTRUCTION IF DRAINAGE PROBLEMS ARE IDENTIFIED CONTACT LANDSCAPE ARCHITECT AND CEASE WORK UNTIL A SOLUTION IS AGREED TO BY ALL PARTIES. HGD, INC. PREPARED THIS LANDSCAPE PLAN BASED ON EXISTING FIELD CONDITIONS AND AND IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDING AND/OR SITE DUE TO IMPROPER GRADING AND/OR DRAINAGE.

SEEDING NOTES

SEED MIX 'A': NATIVE SEED TO BE EL PASO COUNTY ALL PURPOSE FOR UPLAND MIX (OR APPROVED EQUAL). REFER TO CHART. SEED TO BE APPLIED USING DRILL SEED PROCESS OR HYDRO-SEED PROCESS. HAND BROADCAST IN AREAS NOT ACCESSIBLE WITH EQUIPMENT. SOIL SHALL BE AMENDED BREW-GRO BIOCOMP CLASS 1 (OR CITY APPROVED EQUAL) AT 3 C.Y./1000 SF TILLED INTO TOP 4-8" OF SOIL PRIOR TO SEEDING. CONTACT PAWNEE BUTTES FOR CURRENT SEED MIX. SEEDING RATES ARE NOTED IN CHART.

DEPENDING ON WEATHER, SEED SHALL BE INSTALLED WITHIN THE FOLLOWING TIME FRAMES: SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE FOR SPRING ESTABLISHMENT (DORMANT SEEDING); SPRING THAW UNTIL JUNE 1 FOR SPRING AND SUMMER ESTABLISHMENT (ACTIVE SEEDING).

FOR HYDRO-SEEDING ALL SEEDED AREAS SHALL RECEIVE NOT LESS THAN 1 TON PER ACRE (2000 LBS) OF VIRGIN WOOD CELLULOSE HYDRO-MULCH AND 100 LBS PER ACRE OF ORGANIC TACKIFIER.

SEEDED LANDSCAPE AREAS SHALL HAVE NO BARE AREAS LARGER THAN SIX (6) SQUARE INCHES 15 DAYS AFTER GERMINATION.

DRILL SEEDING: SEEDING EQUIPMENT USED FOR APPLYING SEED MIXTURES SHALL BE DESIGNED, MODIFIED OR EQUIPPED TO REGULATE THE APPLICATION RATE AND PLANTING DEPTH OF THE SEED MIXTURE. SEED SHALL BE UNIFORMLY DISTRIBUTED IN THE DRILL HOPPER DURING THE DRILLING OPERATION. A RANGELAND DRILL CAPABLE OF MIXING DIFFERENT SIZES AND WEIGHTS OF SEEDS SHALL BE USED. THE DRILL SHALL BE EQUIPPED WITH DOUBLE DISK FURROW OPENERS, DEPTH BANDS, PRESS WHEELS OR DRAG CHAINS.

THE SEED SHALL BE DRILLED APPROXIMATELY ¼ INCH BELOW THE SOIL SURFACE. HALF OF THE TOTAL RATE OF SEED APPLICATION SHALL BE DRILLED IN 1 DIRECTION, WITH THE REMAINDER OF THE SEED RATE DRILLED AT 90 DEGREES FROM THE FIRST DIRECTION.DO NOT DRILL OR SOW SEED DURING HIGH WINDS OR WHEN THE GROUND IS FROZEN OR OTHERWISE UNABLE TO BE WORKED.

ALL SEEDED AREAS LESS THAN 3:1 SHALL RECEIVE NO LESS THAN 2 TONS PER ACRE (400 LBS) OF CERTIFIED WEED FREE STRAW MULCH. STRAW MULCH SHALL BE APPLIED IN A UNIFORM MANNER BY MULCH SPREADER OR BY HAND. STRAW MULCH SHALL BE CRIMPED OR ANCHORED INTO THE SEEDBED IMMEDIATELY FOLLOWING SPREADING BY USING A MULCH TILLER (CRIMPER). MULCH TILLERS SHALL HAVE ROUND, NOTCHED-BLADES SPACED 8-INCHES APART (MIN.) AND SHALL HAVE SUFFICIENT WEIGHT TO FORCE THE VEGETATIVE MULCH A MINIMUM DEPTH OF 3-INCHES INTO THE SOIL. ALL MULCH TILLING SHALL BE DONE PERPENDICULAR TO THE FLOW-LINE OF THE SLOPE (ALONG CONTOURS). HAND CRIMPING SHALL BE PERFORMED ON AREAS WHERE MECHANICAL METHODS CANNOT BE USED.

MULCH SHALL BE APPLIED TO SEEDED AREAS (INCLUDING DAMP GROUND) WITHIN 24 HOURS FOLLOWING THE COMPLETION OF SEEDING OPERATIONS FOR THE AREA. MULCHING SHALL NOT BE PERFORMED DURING ADVERSE WEATHER CONDITIONS OR WHEN WIND PREVENTS UNIFORM DISTRIBUTION. APPLICATION SHALL BE IN A MANNER TO NOT SERIOUSLY DISTURB THE SEEDBED SURFACE.

NATIVE GRASS MANAGEMENT NOTE

ON-GOING MAINTENANCE RECOMMENDATIONS FOR NATIVE GRASS

WELL ESTABLISHED SEEDED LAWN SHALL BE A HEALTHY, WELL-ROOTED, EVEN-COLORED, AND FREE OF WEEDS, BARE AREAS, AND SURFACE IRREGULARITIES.

THE MATURE HEIGHT OF NATIVE GRASS IS EXPECTED TO BE MAINTAINED AT ABOUT 6" HIGH AND MOWED TO 3" ONCE ANNUALLY IN THE LATE WINTER OR EARLY SPRING, AND IRRIGATED ON REDUCED WATER SCHEDULE.

THE SUCCESS OF PERMANENT NATIVE GRASS SEEDING CAN RARELY BE EVALUATED ACCURATELY PRIOR TO THE END OF ITS SECOND FULL GROWING SEASON. SEEDING SUCCESS DEPENDS UPON CONTROL OF WEED COMPETITION DURING THE FIRST TWO GROWING SEASONS. IN ADDITION, THE SITE SHOULD BE MONITORED ANNUALLY FOR UNDESIRABLE PLANT SPECIES.

THE SITE SHOULD BE MONITORED FOR UNDESIRABLE PLANT SPECIES. IF WEED CONTROL NEEDS TO BE PERFORMED DURING THE FIRST YEAR OF PLANT GROWTH, UTILIZE ONE OF TWO METHODS. REGARDLESS OF WHICH METHOD OF WEED CONTROL IS USED, COMPLETE BEFORE FLOWERING OF WEED SEED HEADS. SINCE WEED SPECIES MAY DEVELOP MATURE SEED HEADS AT DIFFERENT TIME OF THE GROWING SEASON, WEED CONTROL EFFORTS WILL BE REQUIRED.

1. HAND PULL NOXIOUS WEEDS, REMOVING AS MUCH OF THE ROOT SYSTEM AS POSSIBLE.
2. USE WEED EATERS TO SELECTIVELY CUT OFF THE SEED HEADS OF NOXIOUS WEEDS. USE SELECTIVE BROADLEAF HERBICIDE SUCH AS 2-4-D WITH A BACKPACK SPRAYER OR WICK APPLICATOR. BE CAREFUL NOT TO APPLY HERBICIDE ON MORE THAN ONE SQUARE FOOT IN ANY GIVEN AREA. CONTRACTOR TO NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE OF ANY SUSPECTED SOIL PROBLEMS AT THE END OF THE FIRST GROWING SEASON. BROADBAND APPLICATIONS OF HERBICIDE CAN BE COMPLETED AFTER NATIVE GRASS SPECIES REACH MATURE HEIGHT.

SLOPE STABILIZATION

LANDSCAPE CONTRACTOR TO PROVIDE EROSION CONTROL BLANKETS OR EQUAL ON SEEDED SLOPES 3:1 AND STEEPER. BLANKETS TO BE SECURED TO SLOPE PER MANUFACTURE RECOMMENDATIONS FIELD VERIFY SLOPES.

EROSION CONTROL BLANKET SHALL CONSIST OF 100% AGRICULTURAL STRAW BLANKET WITH PHOTODEGRADABLE NETTING ON BOTH SIDES.

LONG-TERM MAINTENANCE NOTE

ON-GOING MAINTENANCE DURING CONSTRUCTION:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ON-GOING MAINTENANCE OF ALL COMPLETED LANDSCAPE AND IRRIGATION WORK AS DEFINED UNDER CONTRACT WITH OWNER.

BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND CONTINUE UNITIL LANDSCAPE WORK IS COMPLETED, ACCEPTED BY OWNER, AND IF REQUESTED A FORMAL MAINTENANCE PERIOD IS INITIATED. MAINTAIN LAWNS BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING AND OTHER OPERATIONS SUCH AS ROLLING, REGARDING, REPLANTING AS REQUIRED THROUGH CONSTRUCTION PERIOD. REMULCH WITH NEW MULCH IN AREAS WHERE MULCH HAS BEEN DISTURBED BY CONSTRUCTION OPERATIONS SUFFICIENTLY TO NULLIFY ITS PURPOSE. CONTRACTOR SHALL REPAIR SEEDED AREAS DAMAGED BY TRAFFIC AND/OR VANDALISM DURING THE CONSTRUCTION PERIOD.

IF THE IRRIGATION SYSTEM IS NOT AVAILABLE FOR PROPER WATERING AT THE TIME OF INSTALLATION, PROVIDE AND MAINTAIN TEMPORARY PIPING, HOSES, AND LAWN WATERING EQUIPMENT AS REQUIRED TO CONVEY WATER FROM SOURCES AND TO KEEP THE LAWN AREAS UNIFORMLY MOIST AS REQUIRED FOR PROPER GROWTH. FAILURE OF THE IRRIGATION SYSTEM SHALL NOT RELIEVE THE INSTALLER OF THE RESPONSIBILITY TO PROVIDE THE REQUIRED WATER. COORDINATE WITH OWNER.

ONE-YEAR WARRANTY

AS AGREED WITH OWNER CONTRACTOR SHALL PROVIDE ONE-YEAR WARRANTY ON ALL PLANT MATERIAL, GRASSES AND IRRIGATION SYSTEM. REPLACEMENT OF DEAD, DISEASED OR SUBSTANTIALLY DAMAGED PLANT MATERIALS SHALL BE OF THE SAME OR SIMILAR TYPE AS SET FORTH IN THE LANDSCAPE PLAN. REPLACEMENT SHALL BE MADE IN A TIME PERIOD NOT EXCEEDING 15 DAYS. PLANT MATERIAL NEEDING REPLACEMENT DURING WINTER MONTHS SHALL BE REPLACED AT THE START OF THE NEXT GROWING SEASON.

THE OWNER OF THIS PROPERTY AND ANY FUTURE OWNERS SHALL BE RESPONSIBLE FOR THE PROPER LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE OF THIS SITE AND ANY RIGHT-OF-WAY AREAS BETWEEN THE CURB AND PROPERTY BOUNDARIES OF THIS SITE. MAINTENANCE OF THIS INCLUDES, BUT IS NOT LIMITED TO, RIGHT OF WAY STREET TREES, IRRIGATION INSPECTIONS AND ADJUSTMENTS, IRRIGATION SYSTEM SHUT DOWN AND START UP, IRRIGATION LEAK REPAIR, LANDSCAPE WEEDING, MOWING, SEEDING, FERTILIZING, WOOD MULCH AND ROCK ADDITIONS, PRUNING AND PLANT MATERIAL REPLACEMENTS. ALL MAINTENANCE SHALL BE DONE IN ACCORDANCE WITH THE ALCC SPECIFICATIONS HANDBOOK REV EDITION 2007. OWNER SHOULD CONTACT LANDSCAPE CONTRACTOR OR LANDSCAPE ARCHITECT REGARDING ANY QUESTIONS RELATING TO THE LANDSCAPE OR IRRIGATION SYSTEM.

GENERAL SITE NOTES

1. CONTRACTOR RESPONSIBLE FOR COORDINATING AND INSTALLING ALL SLEEVING REQUIRED FOR SITE CONSTRUCTION INCLUDING BUT NOT LIMITED TO DRAINAGE, IRRIGATION, LIGHTING, AND ELECTRICAL. COORDINATE WITH GENERAL CONTRACTOR.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR ALL APPLICABLE AGENCIES.
4. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN LOCAL CODES, STANDARDS AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE APPROPRIATE GOVERNING AGENCIES.
5. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED CONSTRUCTION DOCUMENTS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON-SITE AT ALL TIMES.
6. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS TRACKED FROM THE SITE.

SOD INSTALLATION NOTE

SOIL PREPARATION FOR SODDED AREAS

A. RIP EXISTING SOIL TO A DEPTH OF NINE (9) INCHES MINIMUM IN ONE DIRECTION USING AN AGRICULTURAL RIPPER WITH TINES SPACED NO FURTHER THAN EIGHTEEN (18) INCHES APART. AREAS ADJACENT TO WALKS, STRUCTURES, CURBS, ETC., WHERE THE USE OF LARGE MECHANICAL EQUIPMENT IS DIFFICULT SHALL BE WORKED WITH SMALLER EQUIPMENT OR BY HAND.

B. REMOVE ALL RUBBLE, STONES AND EXTRANEOUS MATERIAL OVER TWO (2) INCHES IN DIAMETER FROM THE SITE.

C. APPLY THE FOLLOWING AMENDMENTS: APPLY CLASS 1 BREW GROW MATERIAL AT A RATE OF 3 CUBIC YARDS PER 1000 SQ.FT. OF SOIL AREA. DISK (TILL) COMPOST SOIL TO A DEPTH OF 6" (INCHES).

BLUEGRASS SOD

A. PROVIDE HEALTHY, FIELD GROWN SOD, FREE FROM OTHER GRASSES, WEEDS, INSECTS AND THEIR EGGS, DISEASES, STONES AND DEBRIS, AND A MINIMUM OF ONE (1) YEAR OLD. FURNISH FROM A SOD FARM WHERE IT HAS RECEIVED REGULAR WATERING, MOWING, FERTILIZING, WEED CONTROL AND SPRAYING.

B. MOW SOD TO 1½" TO 2" HEIGHT PRIOR TO CUTTING AND CUT TO A UNIFORM THICKNESS OF ¾" TO 1". DELIVER IN ROLLS 6' LONG AND 18" WIDE. SMALL, IRREGULAR OR BROKEN PIECES OF SOD WILL NOT BE ACCEPTED. DO NOT CUT MORE SOD THAN CAN BE PUT IN PLACE AT THE SITE THE SAME DAY.

C. DELIVER SOD TO THE SITE WITHIN 24 HOURS OF HARVESTING, AND PROTECT FROM DRYING OUT, EXPOSURE OF ROOTS TO THE SUN AND OTHER INJURY.

SOD INSTALLATION

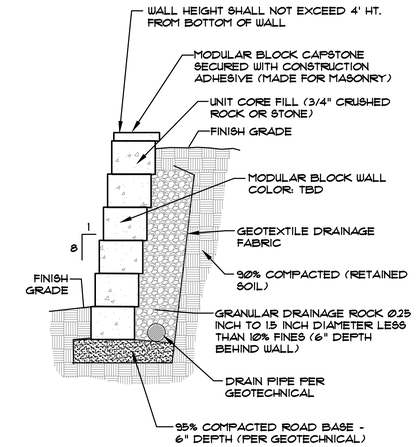
A. AFTER SOIL PREPARATION, ROLL THE AREA TO AN EVENLY COMPACTED, FIRM SOIL BED. REMOVE HARD AND SOFT AREAS. SCARIFY SURFACE TO A DEPTH OF 3/8 INCH.
B. LAY SOD SMOOTHLY, EDGE TO EDGE, AND WITH STAGGERED JOINTS. BUTT EDGES TIGHTLY. LAY WITHIN EIGHT (8) HOURS AFTER DELIVERY.
C. WATER SOD LIGHTLY AS LAYING PROGRESSES TO PREVENT DRYING OF SOD.
D. ROLL SOD WITH A LIGHT ROLLER DIAGONALLY, LEVELING IRREGULARITIES AND SEALING JOINTS.
E. KEEP THE SOIL BED MOIST DURING LAYING OF SOD.
F. NEWLY INSTALLED SOD SHALL BE WATERED WITH ¼ INCH OF WATER PER DAY FOR THE FIRST 3 DAYS, FILLING THE WATER HOLDING CAPACITY OF THE TOP 4-8 INCHES OF THE SOIL. TOTAL AMOUNT OF WATER SHOULD BE SPLIT UP OVER 2 OR 3 WATERING PERIODS EACH DAY.
G. WEEK 1: AFTER INSTALLATION, WATER NEW TURF ¾" TO 1-1/4" OF WATER PER DAY FOR THE FIRST 7 DAYS SPLIT UP OVER 4 OR 5 WATERING PERIODS EACH DAY. THE WARMER THE TEMPERATURE, THE MORE WATER YOU NEED TO APPLY.
H. WEEK 2: AFTER THE FIRST 7 DAYS, WATER AT THE RATE OF ½" PER DAY FOR 7 DAYS; SPLIT UP OVER 2-3 WATERING PERIODS EACH DAY.
I. WEEK 3: IF WATERING RESTRICTIONS ALLOW, WATER ¼" PER DAY EVERY OTHER DAY FOR 7 DAYS. AFTER THE FIRST TWO OR THREE WEEKS, REVERT TO WATERING 1-2 TIMES PER WEEK AS LOCAL WATERING RESTRICTIONS ALLOW.
J. KENTUCKY BLUEGRASS TURF: 3.1 LBS NITROGEN PER 1,000 SF: APPLY ABOUT 1 LB OF RECOMMENDED NITROGEN IN LATE SUMMER. APPLY HALF OF REMAINING NITROGEN REQUIREDIN MID-FALL, HALF IN MID SPRING. FOR HIGH MAINTENANCE TURF, APPLY ABOUT 1 LB OF THE RECOMMENDED NITROGEN IN EARLY SUMMER. TO OBTAIN 1 LB OF ACTUAL NITROGEN, APPLY 3 TO 4 LB OF 34-0-0, 5 LB OF 20-0-0, 10 LB OF 10-0-0, OR SIMILAR FERTILIZERS.

ON-GOING MAINTENANCE RECOMMENDATIONS FOR SOD BLUEGRASS LAWN

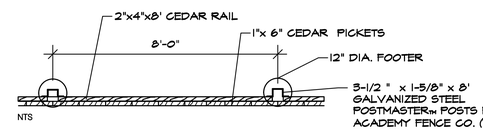
WELL ESTABLISHED LAWN SHALL BE A HEALTHY, WELL-ROOTED, EVEN-COLORED, FREE OF WEEDS, OPEN JOINTS, BARE AREAS, AND SURFACE IRREGULARITIES.

MOW SODDED LAWN AS SOON AS THERE IS ENOUGH TOP GROWTH TO CUT WITH MOWER SET AT 3" HEIGHT. DO NOT CUT MORE THAN 1/3 LENGTH OF THE GRASS BLADE AT ANY ONE MOWING. DO NOT MOW LESS THAN 3" OFF WHEN GRASS IS WET. REMOVE ALL HEAVY GRASS CLIPPING IMMEDIATELY AFTER MOWING.

NOTES: • ENGINEERING BY OTHERS FOR WALLS OVER 4' HT.
• SUBMIT BLOCK SAMPLE TO OWNER PRIOR TO INSTALL

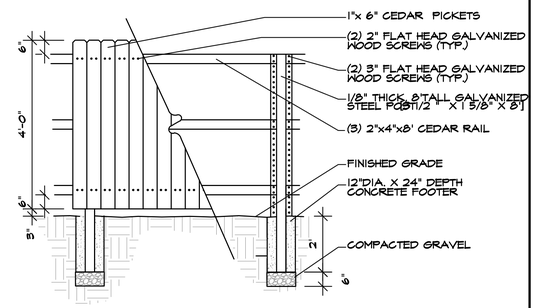


A MODULAR BLOCK RETAINING WALL
NTS



NTS

CEDAR SCREEN FENCE PLAN



L CEDAR SCREEN FENCE DETAIL
NOT TO SCALE

UTILITIES NOTE

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811 Know what's below. Call before you dig.

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TOWN OF ELIZABETH, CO

PREPARED FOR:

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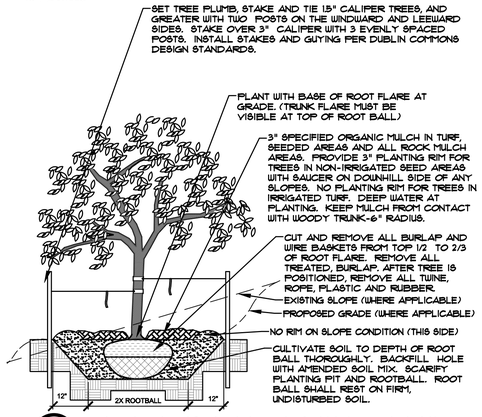
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

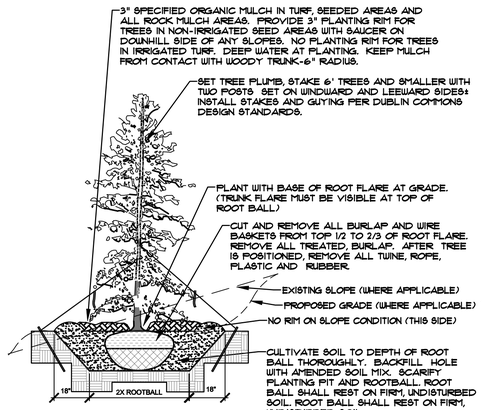
ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION LANDSCAPE NOTES
SHEET NO. L1.2

NOTES:
- MARK NORTH SIDE OF TREE AT NURSERY AND ALIGN TREE TO NORTH WHEN PLANTING.
- DO NOT REMOVE OR CUT LEADER.
- PRUNE ONLY DEAD, BROKEN, CROSSING, OR WEAK BRANCHES (OR NARROW CROTCHES) IMMEDIATELY PRIOR TO PLANTING. DO NOT REMOVE TERMINAL BUDS THAT EXTEND TO TREE CROWN.
- NO STRUCTURAL PRUNING OF TREE UNTIL AFTER ESTABLISHMENT PERIOD (2 GROWING SEASONS)
- REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING. AVOID FALL PLANTING IF POSSIBLE.
- AMENDED BACK FILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- WRAP TRUNK ON EXPOSED SITES OR SPECIES WITH THIN BARK USE ELECTRICAL TAPE, NOT TWINE. WRAP OCTOBER 15 AND REMOVE BY MARCH 31.
- DO NOT FERTILIZE TREE DURING THE FIRST GROWING SEASON.
- COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT & DISEASE RECOMMENDATIONS PRIOR TO PLANTING.



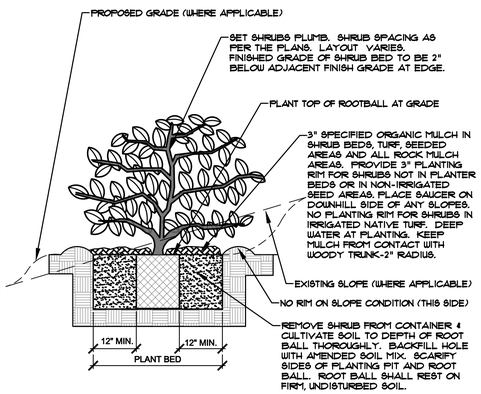
B DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

NOTES:
- MARK NORTH SIDE OF TREE AT NURSERY AND ALIGN TREE TO NORTH WHEN PLANTING.
- DO NOT REMOVE OR CUT LEADER.
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
- REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- AVOID FALL PLANTING IF POSSIBLE.
- AMENDED BACKFILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- PINE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING (SEE CONIFEROUS TREE NOTE ON PLANTING NOTES SHEET)



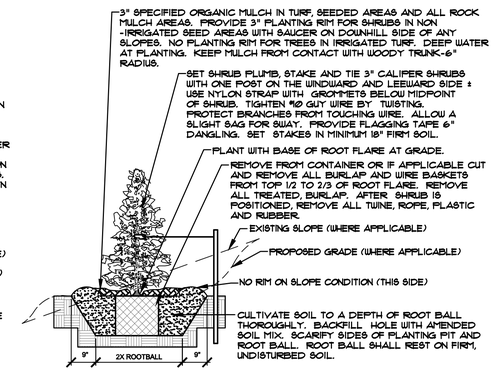
C EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

NOTES:
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
- AMENDED BACK FILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- FOR ROOT BIND AT BOTTOM OF BALL SPLIT ROOT BALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN PLANTING PIT.
- FOR POT BOUND PLANTS ONLY: MAKE 4-5 VERTICAL CUTS IN ROOT BALL 1" DEEP. PLANT IMMEDIATELY.



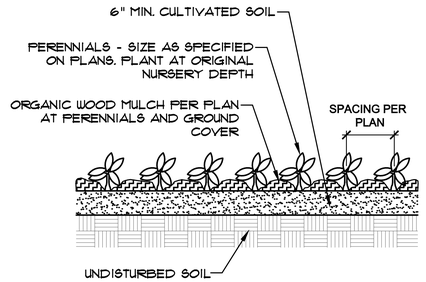
D SHRUB PLANTING DETAIL
NOT TO SCALE

NOTES:
- DO NOT REMOVE OR CUT LEADER.
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
- REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- AVOID FALL PLANTING IF POSSIBLE.
- AMENDED BACKFILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- FOR ROOT BIND (CONTAINER PLANTS ONLY) AT BOTTOM OF BALL SPLIT ROOT BALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN PLANTING PIT.
- FOR POT BOUND PLANTS ONLY: MAKE 4-5 VERTICAL CUTS IN ROOT BALL 1" DEEP. PLANT IMMEDIATELY. (CONTAINER PLANTS ONLY)



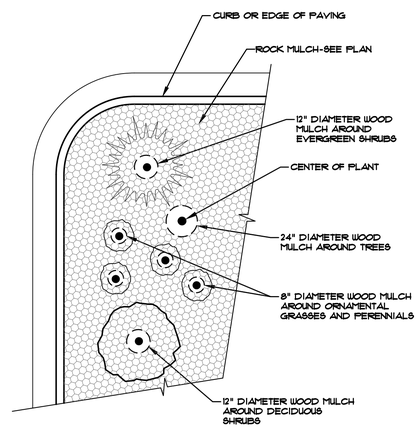
E UPRIGHT EVERGREEN SHRUB PLANTING DETAIL
NOT TO SCALE

NOTES:
- PLANT GROUND COVER AND PERENNIALS LEVEL AT GRADE.
- SOIL TO BE WELL CULTIVATED TO A MINIMUM DEPTH OF 6".
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTED.
- AMENDED BACKFILL SHALL BE 30% COMPOST AND 70% NATIVE SOIL.
- PRUNE ALL DEAD OR BROKEN PARTS PRIOR TO PLANTING.

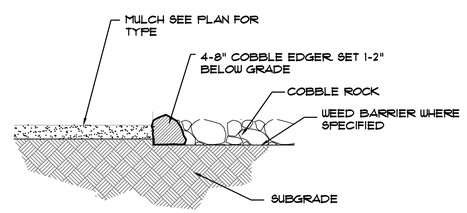


F PERENNIAL PLANTING DETAIL
NOT TO SCALE

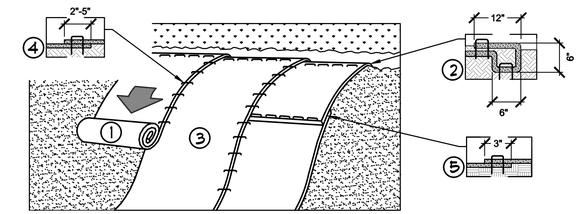
NOTES:
- CONTRACTOR TO INSTALL WOOD MULCH RINGS AROUND LANDSCAING AS SHOWN BELOW FOR ALL TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES INSTALLED IN ROCK MULCHED AREAS. ROCK SHALL BE CLEAR FROM SHRUB IN UNIFORM CIRCLE AND WOOD MULCH APPLIED AT 2" DEPTH. SEE CONSTRUCTION DETAILS FOR INSTALLATION PROCESS.
- REFER TO LANDSCAPE PLANS FOR ALL TREE, SHRUB AND ORNAMENTAL GRASS LOCATIONS



G TYPICAL PLANT MATERIAL TREATMENT
NOT TO SCALE



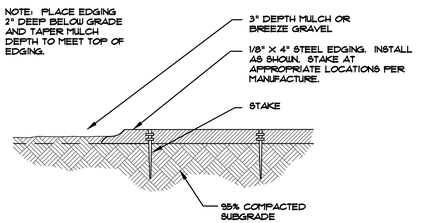
H MULCH/ROCK SECTION
NOT TO SCALE



1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
   NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP's IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF RECP's EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP's WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP's BACK OVER SEED AND COMPACTED SOIL. SECURE RECP's OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP's.
3. ROLL THE RECP's (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP's WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP's MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM , STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP's MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP's TYPE.
5. CONSECUTIVE RECP's SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP's WIDTH.
   NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP's.

J EROSION CONTROL
NTS

NOTE: PLACE EDGING 2" DEEP BELOW GRADE AND TAPER MULCH DEPTH TO MEET TOP OF EDGING.



K STEEL EDGING
NOT TO SCALE

811 Know what's below. Call before you dig.

UTILITIES NOTE
VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 8' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

DOCUMENT NOTE
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HIGHER GROUND DESIGNS, INC.
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN
5350 NORTH ACADEMY BLVD., STE. 207
COLORADO SPRINGS, CO 80918
Phone 719-477-1546
Fax 719-268-1122

HIGHER GROUND DESIGNS

WALNUT GROVE
TOWN OF ELIZABETH, CO

THESE DRAWINGS ARE THE PROPERTY OF HIGHER GROUND DESIGNS, INC. AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN AUTHORIZATION BY HIGHER GROUND DESIGNS, INC.

PREPARED FOR:

JOHN JAMES MACKAY 571 07/23/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

JOB NUMBER 1139-23

REVISIONS

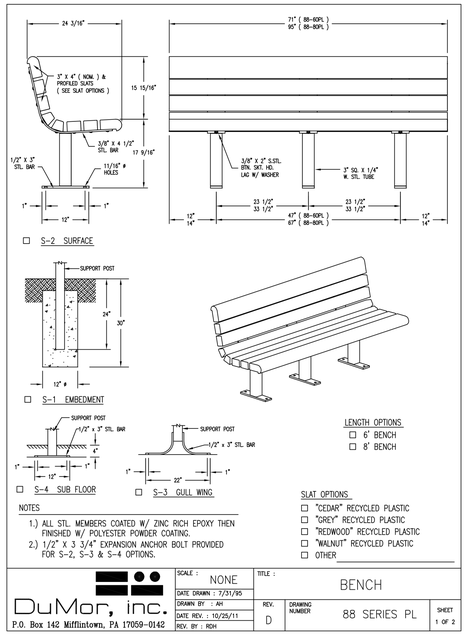
9-3-24	PER REVISIONS
2-20-25	PER REVISIONS
3-11-25	PER REVISIONS
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

ORIGINAL DATE 8-5-24

DRAWN BY JM

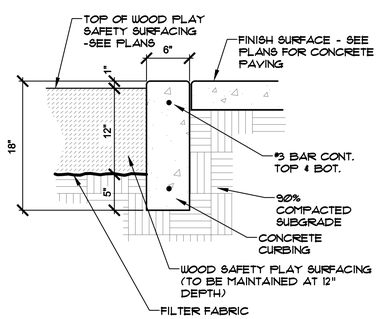
DESCRIPTION LANDSCAPE DETAILS

SHEET NO. L1.3

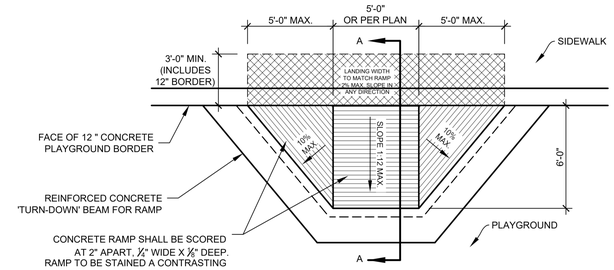


B BENCH AT PLAY AREA
NTS

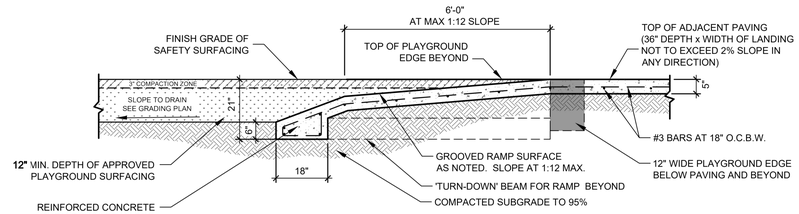
NOTES: • CONCRETE TO BE PLAIN CONCRETE UNLESS OTHERWISE SPECIFIED ON PLANS.



A DEEPENED CURB AT PLAY AREA
NTS

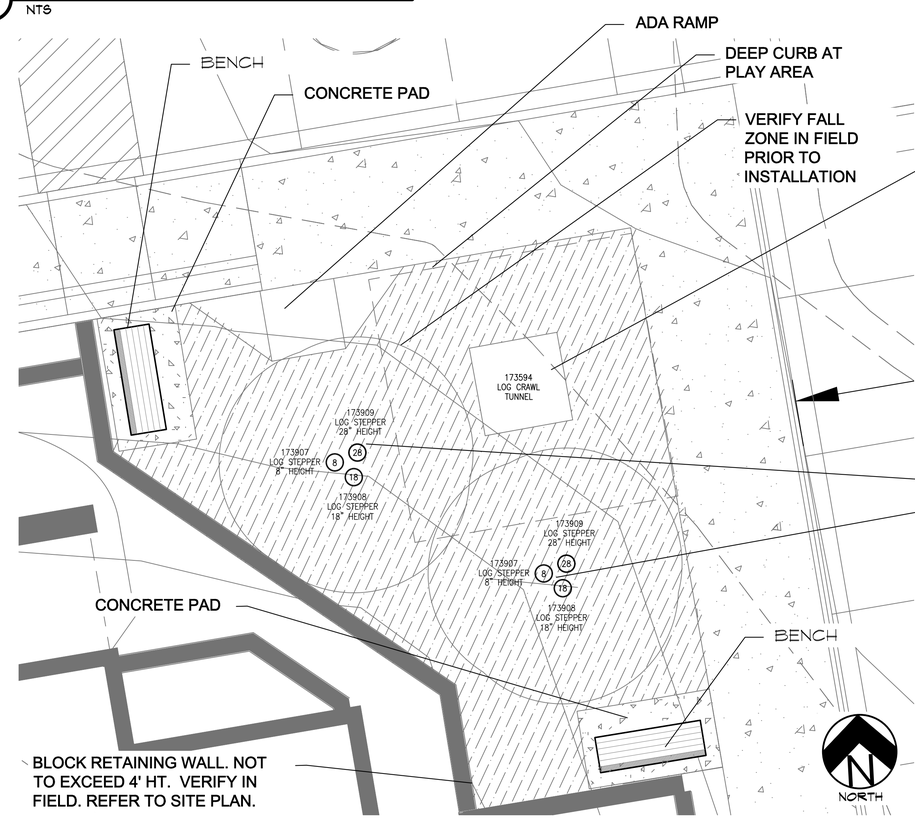


CURB RAMP - PLAN



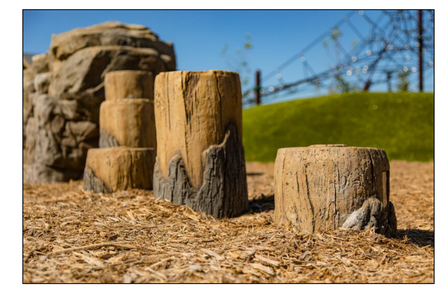
CURB RAMP - SECTION

C ADA RAMP AT PLAY AREA
NTS



PLAY AREA

LOG CRAWL
173594
LANDSCAPE STRUCTURES



LOG STEPPERS
173909, 173907, 173908
LANDSCAPE STRUCTURES

BENCH AND PLAY EQUIPMENT BY LANDSCAPE STRUCTURES.

CONTACT ROCKY MOUNTAIN RECREATION FOR DELIVERY AND INSTALLATION, INCLUDING EWF SURFACING.

CONTACT:
Isabel Keegan
Sales & Operations Director
303.783.1452
PO Box 1521 Englewood, CO 80150
isabel@rmrec.com / www.rmrec.com

Know what's below. Call before you dig.

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WALNUT GROVE
TOWN OF ELIZABETH, CO

PREPARED FOR:

JOHN JAMES MACKAY 571 07/23/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION PLAY AREA
SHEET NO. L1.4

Colorado Civil Engineering, LLC

PUBLIC IMPROVEMENT COSTS
Walnut Grove

SE Corner of Elbert and Walnut Streets

3/12/2025

	IMPROVEMENTS LIST PRICING				
Work Category	**Improvement Item**	**Unit**	**Plan Quantity**	**Unit Cost**	**Total Cost**
Road and Sidewalks				**Total**	$ 161,200.00
	Asphalt Patching	SQ YD	200	$ 8.50	$ 1,700.00
	Concrete Patching	SQ YD	800	$ 100.00	$ 80,000.00
	Cross Pans 6'	LIN FT	100	$ 71.00	$ 7,100.00
	Combination Curb, Gutter & Sidewalk	LIN FT	100	$ 59.50	$ 5,950.00
	Standard Driveway	LIN FT	75	$ 40.00	$ 3,000.00
	6" Vertical Curb and Gutter	LIN FT	50	$ 39.00	$ 1,950.00
	Detached Sidewalks (5' width)	LIN FT	950	$ 50.00	$ 47,500.00
	ADA Ramps	EACH	4	$ 1,500.00	$ 6,000.00
	Striping	LIN FT	100	$ 50.00	$ 5,000.00
	Signs (street, stop, road name, traffic, etc.)	EACH	4	$ 750.00	$ 3,000.00
Water Systems				**Total**	$ 22,500.00
	Water Line Pipe 6" (ductile Iron)	LIN FT	100	$ 71.50	$ 7,150.00
	Water Line Pipe 8" (ductile Iron)	LIN FT	100	$ 76.50	$ 7,650.00
	Water Line Pipe 2" (Type K Copper)	LIN FT	120	$ 20.00	$ 2,400.00
	Irrigation Water Line Pipe 2" (copper)	LIN FT	40	$ 20.00	$ 800.00
	Gate Valve and Box (size)	LIN FT	6	$ 750.00	$ 4,500.00
Sewer Systems				**Total**	$ 8,840.00
	8" PVC Sewer Line (Main)	LIN FT	60	$ 76.50	$ 4,590.00
	Manholes 48"	EACH	1	$ 4,250.00	$ 4,250.00
Storm System (Offsite)				**Total**	$ 17,050.00
	Connect to existing Type R Inlet	EACH	1	$ 1,500.00	$ 1,500.00
	Storm Manhole 48"	EACH	1	$ 3,500.00	$ 3,500.00
	RCP 18" Storm Pipe	LIN FT	241	$ 50.00	$ 12,050.00
ROW Landscaping				**Total**	$ 21,304.00
	See attached landscape breakdown.				
			Subtotal		$ 230,894.00
			15% Contingency		$ 34,634.10
			TOTAL		$ 265,528.10

Otto Burden, PE — 3/12/2025

Prepared By (Print Name) — Date

WALNUT GROVE				
RIGHT OF WAY COST ESTIMATE				
7/24/2025			(includes labor)	
	Quantity	**Quantity-Tons**	**Unit cost**	**total cost**
Mobilization	lump		$1,500.00	$1,500.00
Deciduous Tree	12		$400.00	$4,800.00
Evergreen Shrub	13		$55.00	$715.00
Deciduous shrub	25		$35.00	$875.00
Ornamental Grass / Perennial	41		$20.00	$820.00
Soil amendment	lump		$200.00	$200.00
1.5" Diameter Rock	210	3	$200.00	$525.00
2-6" Diameter Rock	5,667	71	$100.00	$7,083.75
Sod	788		$2.00	$1,576.00
Weed barrier	5,877		$0.25	$1,469.25
Steel Edger	30		$8.00	$240.00
Irrigation system	lump		$1,500.00	$1,500.00
Subtotal				**$21,304.00**
Contingency 15%				**$3,195.60**
TOTAL				**$24,499.60**

Prepared by Higher Ground Designs, Inc.
HGD does not guarantee this cost estimate and cannot be held liable for actual labor and/or material costs. Actual costs may vary.

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 1 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'1,* to secure the performance of the *[type in the name and date of the agreement, such as "Site Improvement 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.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Elbert County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print
Name
[Signature <u>Must</u> Be Notarized]

STATE OF COLORADO)
)ss.
COUNTYOF _____)

The foregoing instrument was acknowledged before me this___ _ day___of

,
20 _, by_____,as _____of_____

My commission expires: _____ _

SEAL

Notary Public

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 that 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 Section 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 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
PO Box 159
151 S. Banner Street
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.

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 Oeser, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

DEVELOPER: [*COMPANY NAME*]

By: _____
[***Name, title***]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20_, by _____, as _____of _____.

My commission expires: _____.

SEAL

_____
Notary Public

Exhibit A

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪
www.townofelizabeth.org

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PARCEL OF LAND BEING LOTS 1 THROUGH 28 AND TRACTS A & B WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, COUNTY OF ELBERT, STATE OF COLORADO LOCATED IN PART OF SECTION 18, TOWNSHIP 8, RANGE 64 WEST OF THE 6TH PRINCIPLE MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO AS RECORDED UNDER RECEPTION NO. 531671, PLAT BOOK 13 AT PAGE 70, CONTAINING 68,305 SQ.FT. OR 1.568 ACRES MORE OR LESS. TOGETHER WITH 1/2 OF THE VACATED ALLEY AS SHOWN ON RECEPTION NO. _____

CONTAINING 1.59 ACRES ±, A TOTAL OF 5 LOTS AND 1 TRACT.

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF WALNUT GROVE MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE 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. 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

_____
(ELIZABETH 44, LLC)

BY:_____

TITLE:_____

ATTEST
SECRETARY _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OR _____, 20___, BY _____

WITNESS MY HAND AN OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION:

I / WE _____,
OF_____DO HEREBY CERTIFY THAT I / WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

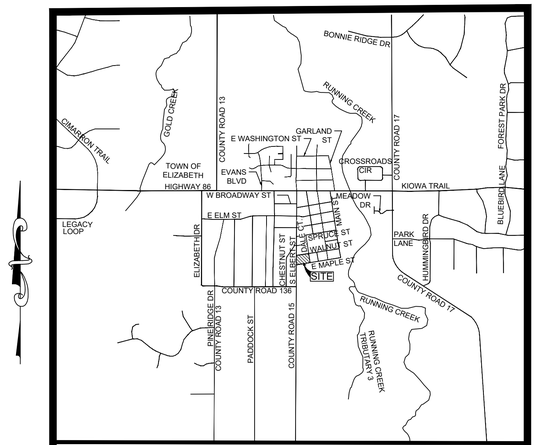
_____ ____ _____
DATE COMPANY NAME

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISION ON _____DAY OF _____, 20_____, A.D.

_____
CHAIR, PLANNING COMMISSION

"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."



KEY MAP
SCALE: 1" = 2000'

GENERAL NOTES:

1. BASIS OF BEARINGS: CONSIDERING THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 18 TO HAVE AN ASSUMED BEARING OF N00°24'23"W AND MONUMENTED AS SHOWN HEREON.

2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, 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 AUGUST 2019.

5. THE UNITS OF MEASUREMENT FOR THIS PLAT ARE US SURVEY FOOT WHICH IS EQUIVALENT TO ONE METER = 3.28084 FEET.

6. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A LOT, UNTIL A SITE PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.

7. CURRENT ZONING IS PLANNED DEVELOPMENT (PD).

8. BASED UPON FEMA FLOODPLAIN MAP PANEL 08039C0480C DATED 3/17/2011 THE SUBJECT PARCEL LIES WITHIN ZONE X AND IS THEREFORE NOT LOCATED WITHIN THE FLOODPLAIN.

9. "TRACT A" TO BE USED FOR WATER DETENTION AND WATER QUALITY POND AND WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION.

10. WALNUT GROVE WILL NOT INSTALL ANY FEATURE/IMPROVEMENT THAT PREVENTS UTILITY COMPANIES FROM MAINTAINING THEIR RESPECTIVE UNDERGROUND UTILITIES.

11. A UTILITY EASEMENT IS RESERVED OVER THE VACATED DALE COURT RIGHT-OF-WAY FOR UTILITY PURPOSES, WHICH MAY BE USED BY, BUT IS NOT LIMITED TO, TOWN OF ELIZABETH, BLACKHILLS ENERGY, AND CORE ELECTRIC.

TRACT TABLE

TRACT NAME	*AREA*	*MAINTENANCE*	*OWNERSHIP*
TRACT A	*0.12 ACRES*	*HOA*	*HOA*
LOT 1	*0.74 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 2	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 3	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 4	*0.16 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 5	*0.13 ACRES*	*HOA*	*HOA*

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, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

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

_____
MAYOR, TOWN OF ELIZABETH

ATTEST:
TOWN CLERK _____
SIGNATURE

THE STREETS AND ROADS, LOTS, TRACTS, PARCELS AND EASEMENTS SHOWN ON THE PLAT OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, FINAL PLAT , RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #531671 ARE HEREBY VACATED THIS ____ DAY OF _____, 20___.

_____

Mayor, Town of Elizabeth

Attest: _____

Town Clerk

SURVEYOR'S CERTIFICATION:

I, ELIJAH FRANE, 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 AUGUST 29, 2019, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20__.

_____
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
(PRINTED NAME)_____

ELIJAH FRANE PLS#38376

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
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_____.

(NAME)_____
ELBERT COUNTY CLERK AND RECORDER

CLIENT: UNIBUILDERS
2200 S. JASMINE ST UNIT 109
DENVER, CO 80222

ENGINEER: COLORADO CIVIL ENGINEERING
41435 COUNTRY ROSE CIRCLE
PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/29/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

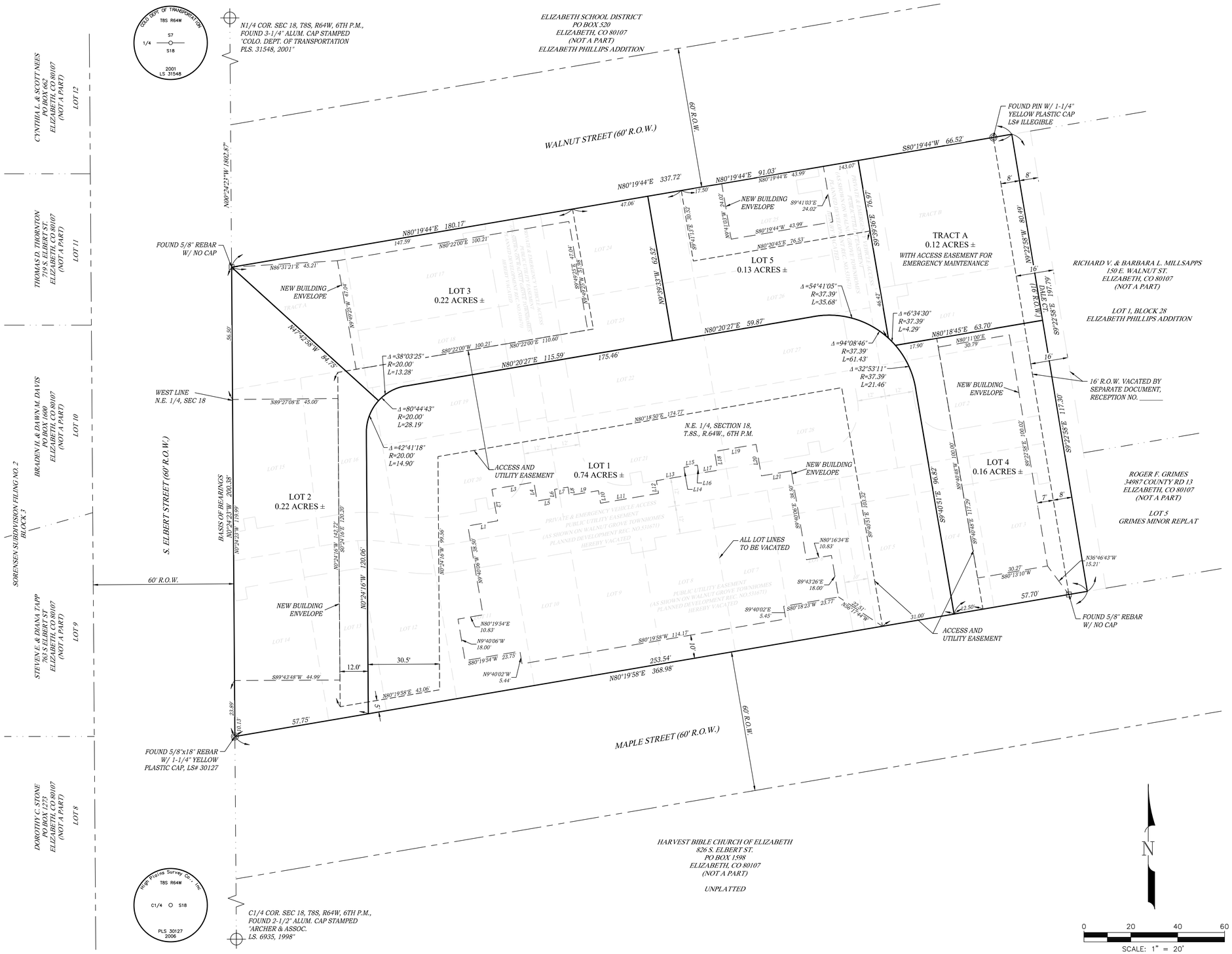
DRAWN BY: MBH	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE:
FIELD WORK COMPLETED: 8/29/2019		SHEET 1 OF 2

D:\COLORADO CIVIL ENGINEERING\CCE - VAULT\147 WALNUT GROVE\SURVEYOR FILES\09-29-2025 PLAT\66368 - WALNUT GROVE SUBDIVISION.DWG

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1–28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N80°19'54"E	12.92'
L2	N10°27'18"W	13.66'
L3	N80°19'54"E	18.18'
L4	S09°40'06"E	8.16'
L5	N80°19'54"E	8.19'
L6	N09°40'06"W	3.66'
L7	N80°19'54"E	5.81'
L8	S09°13'05"E	3.64'
L9	N80°24'59"E	12.58'
L10	S09°40'06"E	5.47'
L11	N80°18'14"E	25.08'
L12	N09°40'06"W	5.46'
L13	N80°02'19"E	12.50'
L14	N08°48'57"W	3.60'
L15	N80°19'54"E	5.81'
L16	S09°40'06"E	3.66'
L17	N80°19'54"E	8.19'
L18	N09°40'06"W	8.16'
L19	N80°19'54"E	17.98'
L20	S09°42'43"E	13.66'
L21	N80°19'54"E	12.92'

LEGEND:

- PROPOSED LOT LINE
- LOT LINE TO BE VACATED
- NEW EASEMENT LINE
- EASEMENT LINE TO BE VACATED
- EXISTING RIGHT OF WAY LINE
- NEW BUILDING ENVELOPE

CLIENT: UNIBUILDERS
2200 S. JASMINE ST UNIT 109
DENVER, CO 80222

ENGINEER: COLORADO CIVIL ENGINEERING
41435 COUNTRY ROSE CIRCLE
PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/25/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRAWN BY: MBB	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE: 1" = 20'
FIELD WORK COMPLETED: 8/29/2019		SHEET 2 OF 2

D:\COLORADO CIVIL ENGINEERING\CCE - VAULT\1347 WALNUT GROVE\SURVEYOR FILES\09-29-2025 PLAT\66368 - WALNUT GROVE SUBDIVISION.DWG

WALNUT GROVE

FINAL SITE PLAN

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT
PART OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST, 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

SITE PLAN SET SUBMITTAL INCLUDES:

1. COVER SHEET
2. ALTA OF EXISTING PLAT
3. FINAL SITE PLAN
4. TRASH ENCLOSURE
5. ADDRESS PLAT
6. LANDSCAPE PLAN
7. COLOR LANDSCAPE EXHIBIT
8. IRRIGATION PLAN
9. SITE LIGHTING PHOTOMETRIC PLAN
10. COMMUNITY CENTER
11. WALNUT TOWNHOMES (5)
12. ELBERT TOWNHOMES (6)
13. MAPLE APARTMENTS (28)
14. COLOR ELEVATIONS APARTMENTS
15. MAPLE TOWNHOMES (5)

CCE Colorado Civil Engineering, LLC
41435 Country Rose Circle
Parker, Colorado 80138
303-708-1930

PREPARED FOR:
UNIBUILDERS
2200 S JASMINE ST UNIT 109
DENVER, CO 80222-5708

WALNUT GROVE
ELIZABETH, COLORADO

JOB NO.	1347
DESIGN BY:	OB
ISSUE DATE:	03/07/25

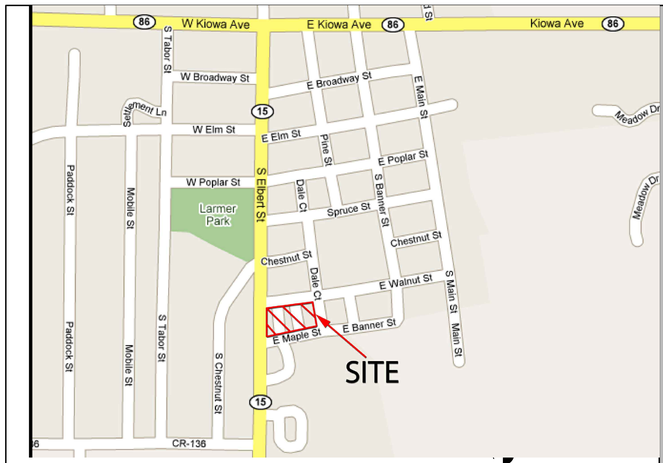
REVISIONS:
1.) RESUBMITTAL 03/07/2025
2.) REV PER COMMENTS 05/21/2025
3.)
4.)

SUBMITTAL PACKAGE LIST

SHEET: 1 OF 1

WALNUT GROVE

COVER SHEET



VICINITY MAP

NTS

DATA CHART

ZONING: PUD

LOT AREA: 68,303 SF, 1.57 ACRES (PRE VACATION)
69,885 SF, 1.60 ACRES (POST VACATION)

LOT USE:		
LOT 1	28 APARTMENTS	0.74 ACRE
LOT 2	6 TOWNHOMES	0.22 ACRE
LOT 3	5 TOWNHOMES	0.22 ACRE
LOT 4	COMMUNITY CENTER	0.13 ACRE
LOT 5	5 TOWNHOMES	0.16 ACRE
TRACT	DETENTION POND	0.12 ACRE

PARKING: REQUIRED: 2 PER UNIT
28 APARTMENT UNITS: 56 SPACES REQUIRED
56 SPACES PROVIDED
(INCLUDES 8 HC UNDER APT BUILDING, 47 OUTSIDE)
(INCLUDES 1 HC NEXT TO COMMUNITY CENTER)
16 TOWNHOMES: 32 SPACES REQUIRED
32 SPACES PROVIDED (WITHIN GARAGES)
COMMUNITY BUILDING: INCLUDED WITHIN 56 OUTSIDE PROVIDED SPACES

DEVELOPMENT SCHEDULE:
2025 PHASE 1
APARTMENT BUILDING CONSTRUCTION
COMMUNITY CENTER CONSTRUCTION
UTILITY INSTALLATON
DETENTION POND INSTALLATION
DRIVEWAY AND PARKING LOTS CONSTRUCTION

2026 PHASE 2
TOWNHOME CONSTRUCTION

PUD COMPLIANCE CHART:

DESCRIPTION	EXISTING PUD	PROPOSED DEVELOPMENT
TOTAL UNITS	44 APARTMENTS & TOWNHOMES	28 APARTMENT UNITS, 16 TOWNHOMES
HEIGHT RESTRICTION	37' MAX HEIGHT THROUGHOUT PROPERTY	23' 9" - COMMUNITY CENTER 37' 0" - APARTMENT BUILDING 36' 7" - MAPLE TOWNHOMES 34' 10" - ELBERT TOWNHOMES 36' 3.5" - WALNUT TOWNHOMES
SETBACKS	0' SETBACK FROM WALNUT ST 0' SETBACK FROM ELBERT ST 10' SETBACK FROM MAPLE ST NOT ESTABLISHED FROM DALE	5.4'-7.8' SETBACK FROM WALNUT ST 0' SETBACK FROM ELBERT ST 10' SETBACK FROM MAPLE ST 15' SETBACK FROM DALE CT
DENSITY	29 UNITS / ACRE TOTAL SITE IS 1.60 ACRES	27.50 UNITS PER ACRE
MIN LOT WIDTH	197 FEET	LOT 1 254' LOT 2 200' LOT 3 180' LOT 4 95' LOT 5 100' TRACT 80'
SITE AMENITIES	ONSITE COMMUNITY ROOM	COMMUNITY BARN ROOM
		NOTE: THE COMMUNITY CENTER SHALL BE UTILIZED FOR PRIVATE USE AND NOT AVAILABLE FOR PUBLIC RENTAL.
	PLAYGROUND	PLAYGROUND
OPEN SPACE	NO OPEN SPACE DEDICATION TO TOWN ONSITE 20% INCLUDING PLAYGROUND BIOSWALES/RAINGARDENS.	17,522 SF OPEN SPACE 25% OPEN SPACE WITH PLAYGROUND

LEGEND

ABBREVIATIONS

AC.	ACRES
BOP	BOTTOM OF PIPE
BOV	BLOW OFF VALVE
BOW	BOTTOM OF WALL
CATV	CABLE TELEVISION
℄	CENTERLINE
C.G. & SW.	CURB, GUTTER AND SIDEWALK
CONC.	CONCRETE
ELEV OR EL	ELEVATION
EOC	EDGE OF CONCRETE
EXIST OR EX	EXISTING
FL-FL	FLOWLINE TO FLOWLINE
IRR	IRRIGATION LINE
INV	INVERT
LT	LEFT
LF	LINEAL FEET
MH	MANHOLE
PL	PROPERTY LINE
PROP.	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONC. PIPE
RT	RIGHT
ROW	RIGHT OF WAY
RW	RETAINING WALL
SDMH	STORM DRAIN MANHOLE
S.F.	SQUARE FEET
STA:	STATION
TB	THRUST BLOCK
TOP	TOP OF PIPE
TOW	TOP OF WALL
WTR	WATER

LINETYPES

PROPOSED		EXISTING
SS	SANITARY SEWER	EX 8" SS
8" W	WATER MAIN	EX 12 W
	RETAINING WALL	
	PROPERTY LINE	
	STORM DRAIN	
1000	CONTOUR MAJOR	1000
1000	CONTOUR MINOR	
	EASEMENT	
	RIGHT OF WAY	
	OVERHEAD ELECTRIC LINE	E
	CONCRETE	
	RIPRAP	

SYMBOLS

PROPOSED		EXISTING
	UTILITY POLE WITH GUY WIRE	
E	ELECTRIC VAULT	E
T	ELECTRIC TRANSFORMER	T
	GAS METER	G
WV	WATER VALVE	WV
	TELEPHONE PAD	
	STORM MANHOLE	
	SANITARY SEWER MANHOLE	
	TREE	
	FIRE HYDRANT	
	CONCRETE THRUST BLOCK	
	DIRECTION OF FLOW	
	HANDICAP PARKING SPACE	
	STREET LIGHT	
	SIGN	

CCE Colorado Civil Engineering, LLC
41435 Country Rose Circle
Parker, Colorado 80138
303-708-1930

PREPARED FOR:
UNIBUILDERS
2200 S JASMINE ST UNIT 109
DENVER, CO 80222-5708

WALNUT GROVE
ELIZABETH, COLORADO

JOB NO.	1347
DESIGN BY:	OB
ISSUE DATE:	05/21/25

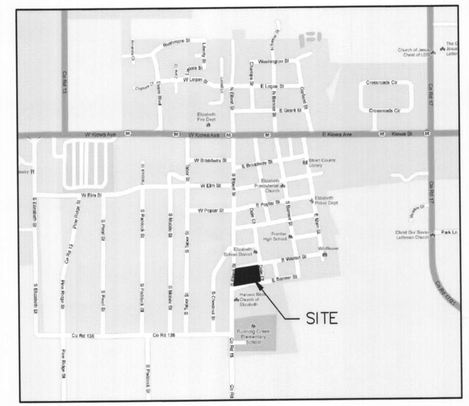
REVISIONS:
1.) RESUBMITTAL
05/21/2025
2.) REVISIONS
08/25/2025
3.) REVISIONS
10/01/2025
4.)

COVER SHEET

SHEET: 1 OF 1

ALTA/ACSM LAND TITLE SURVEY

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M.
COUNTY OF ELBERT, STATE OF COLORADO



VICINITY MAP
N.T.S.

GENERAL NOTES:

1. All references to books, pages and reception numbers are public documents on file with the Clerk and Recorder of the County of Elbert, Colorado.

2. According to FEMA FIRM Map # 08039C0480C, the subject property does not fall within any designated flood zone.

3. There is no observable evidence of this site being used as a solid waste dump, sump or sanitary landfill.

4. There is no observable evidence of recent earth work, building construction or building additions.

5. Underground gas lines may exist on site as evidenced by previous surveys, however, no markers were found on the subject property. Before any construction, call 811 Colorado One Call, for utility locates, 72 hours prior to any construction.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

TITLE COMMITMENT NOTES:

This survey does not constitute a title search by High Prairie Survey Co., Inc. to determine ownership of this tract or to verify the description shown; the compatibility of this description with that of adjacent tracts; nor easements of record. For all information regarding easements, right-of-ways or title of record, High Prairie Survey Co., Inc. relied upon title commitment provided by Unified Title Company, LLC, their Commitment No.: 55502UTC; Dated January 08, 2018.

The following comments are in regards to the the same above-mentioned Commitment.
The numbers in our comments correspond to the numbering system used in said Commitment.

Schedule A:

1. – 3. High Prairie Survey Co., Inc. did not examine or address these items.

4. Legal is shown hereon as listed on said Title Commitment.

Schedule B – Section I:

a. – h. High Prairie Survey Co., Inc. did not examine or address these items.

Schedule B – Section II Exceptions:

1. – 8. High Prairie Survey Co., Inc. did not examine or address these items.

9. the Plat of Phillips Addition to the Town of Elizabeth recorded May 5, 1889, has been superceded by the plat of Walnut Grove Townhomes Planned Development.

10. High Prairie Survey Co., Inc. did not examine or address these items.

11. All applicable easements and restrictions from the plat of Phillips Addition Third Addiiton have been incorporated hereon.

12. – 16. All items as shown hereon.

PROPERTY DESCRIPTION

TRACT A–B, LOTS 1–28, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, COUNTY OF ELBERT, STATE OF COLORADO.

CONTAINING 68,305 SQ. FT. OR 1.57 ACRES MORE OR LESS.

TITLE COMMITMENT CERTIFICATION:

TO: GREEN STREET DEVELOPMENT & UNIFIED TITLE COMPANY, LLC.

This is to certify that this map or plat and the survey performed on 04/16/2018, on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and NSPS in 2015, and includes items 1, 3 & 4 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered with the State of Colorado, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Keith Westfall, Colorado PLS #30127
For and on behalf of
High Prairie Survey

CERTIFICATE OF DEPOSIT:

Deposited this _____ day of _____, 20_____, in the County Surveyor's land survey plats/right-of-way surveys at reception number_____, in the office of the Elbert County Clerk and Recorder.

Signed_____

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	16°01'26"	16.78'	60.00'	S88°20'41"W	16.73'
C2	6°10'00"	6.46'	60.00'	S83°24'58"W	6.45'
C3	9°51'26"	10.32'	60.00'	N88°34'19"W	10.31'
C4	16°01'26"	16.78'	60.00'	N88°20'41"E	16.73'
C5	6°43'56"	7.05'	60.00'	S87°00'34"E	7.05'
C6	9°17'30"	9.73'	60.00'	N84°58'43"E	9.72'
C7	7°43'00"	6.46'	48.00'	S84°11'28"W	6.46'
C8	8°18'26"	6.96'	48.00'	N87°47'49"W	6.95'
C9	8°17'29"	10.42'	72.00'	S87°47'21"E	10.41'
C10	7°43'57"	9.72'	72.00'	N84°11'56"W	9.71'
C11	90°00'00"	29.85'	19.00'	N35°19'58"E	26.87'
C12	90°00'00"	29.85'	19.00'	S54°40'02"E	26.87'
C13	90°00'00"	29.85'	19.00'	N35°19'58"E	26.87'
C14	90°00'00"	21.99'	14.00'	S54°40'02"E	19.80'

LEGEND

- PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT
- PUBLIC UTILITY EASEMENT
- PUBLIC ACCESS AND DRAINAGE EASEMENT
- PLATTED BOUNDARY
- RIGHT OF WAY LINE
- SECTION LINE
- EASEMENT LINE
- SECTION CORNER MONUMENT
- SET PIN WITH CAP LS# 30127
- FOUND SURVEY MARKER (AS DESCRIBED)

0 20 40 60
SCALE: 1" = 20'

DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

BASIS OF BEARINGS:

CONSIDERING THE SOUTH LINE OF LOT 6A TO HAVE AN ASSUMED BEARING OF N80°18'23"E AND MONUMENTED AS SHOWN HEREON.

"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."

DATE:	REVISIONS:

REFERENCE DWG:

High Prairie Survey Co.
LAND SURVEYING CONSTRUCTION STAKING
OIL AND GAS SURVEYING
303-621-8672 FAX 303-621-7749
P.O. BOX 384
KIOWA, COLORADO 80117

SCALE	DATE	DRAWN BY
1"=30'	04/17/2018	D. COTTER

TITLE: ALTA/ACSM LAND TITLE SURVEY PART OF SEC. 18, T8S, R64W, 6TH P.M. ELBERT COUNTY, STATE OF COLORADO

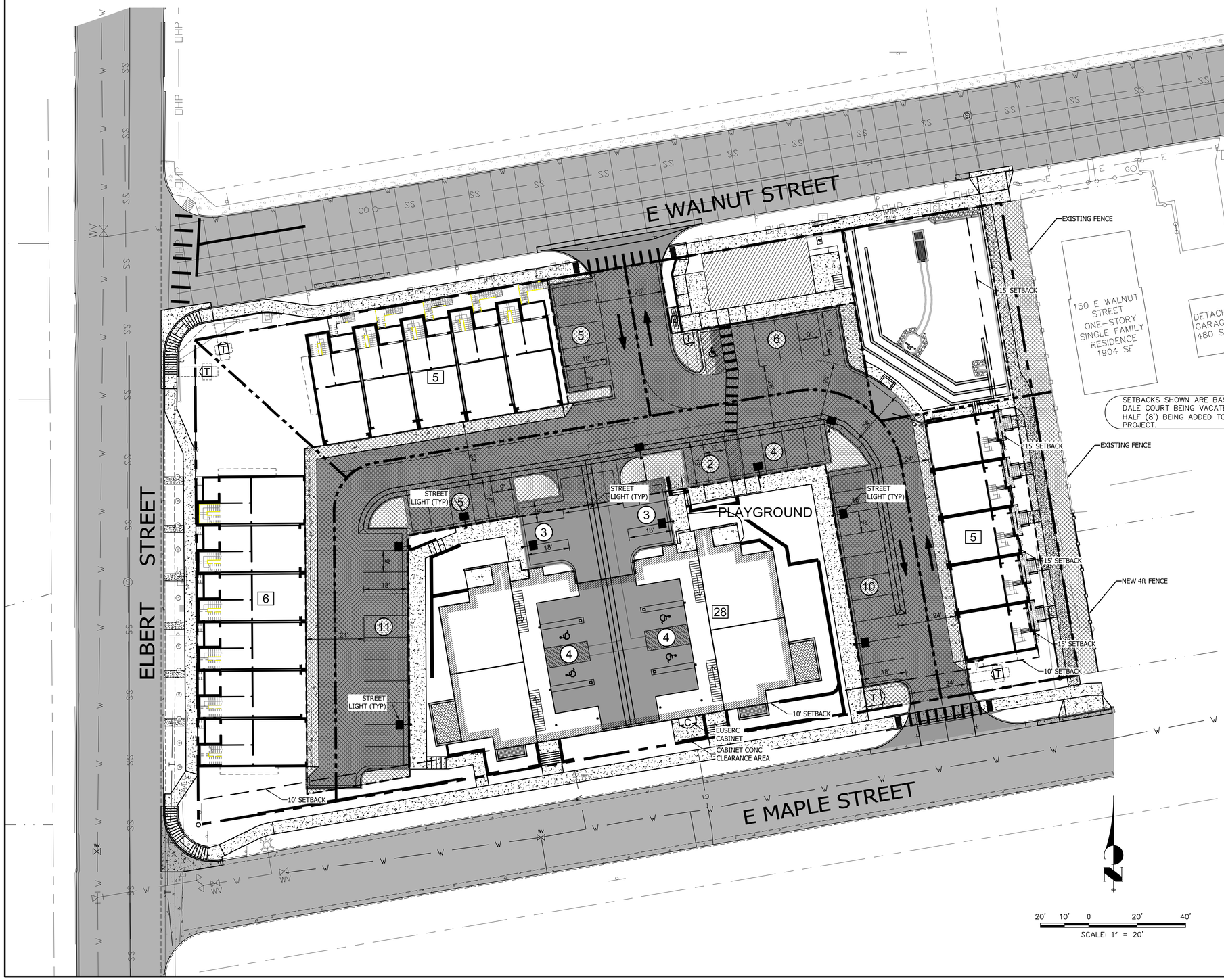
CLIENT: GREEN STREET DEVELOPMENT

SHEET 1 OF 1 | JOB NUMBER 18067-ALTA

WALNUT GROVE

FINAL SITE PLAN

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT
PART OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST, 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



EASEMENT

ACCESS AND UTILITY EASEMENT

NOTES

ALL PROPOSED OUTDOOR LIGHTING SHALL COMPLY WITH THE TOWN LAND USE AND DEVELOPMENT CODE LIGHTING REQUIREMENTS OR THE DESIGN REVIEW STANDARDS AND GUIDELINES, WHICHEVER IS MORE RESTRICTIVE.

PARKING CALCULATIONS

REQUIRED PARKING SPACES = 44X 2 = 88

PARKING SPACES PROVIDED = 88

OPEN SPACE CALCULATIONS

PLAT BOUNDARY AREA = 71,467 SF

OPEN SPACE AREA = 15,713 SF

PERCENT OPEN SPACE = 22%

CCE Colorado Civil Engineering, LLC
41435 Country Rose Circle
Parker, Colorado 80138
303-708-1930

PREPARED FOR:
UNIBUILDERS
2200 S JASMINE ST UNIT 109
DENVER, CO 80222-5708

WALNUT GROVE
ELIZABETH, COLORADO

JOB NO.	1347
DESIGN BY:	OB
ISSUE DATE:	10/01/24

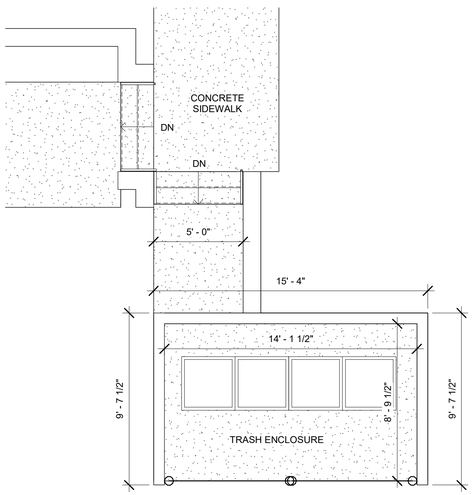
REVISIONS:
1.) INITIAL SUBMITTAL 10/01/2024
2.) RESUBMITTAL 03/07/2025
3.) RESUBMITTAL 05/21/2025
4.) ADDED PKG SPACE 08/04/2025

FINAL SITE PLAN

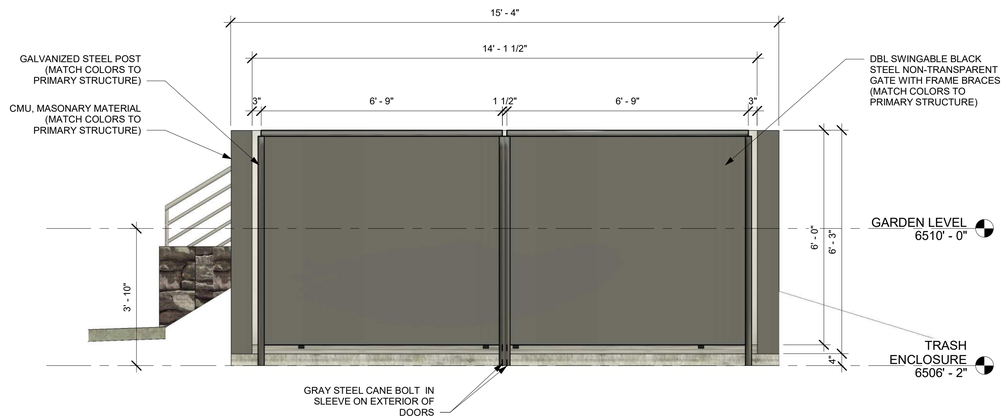
C 1

SHEET: 1 OF 1

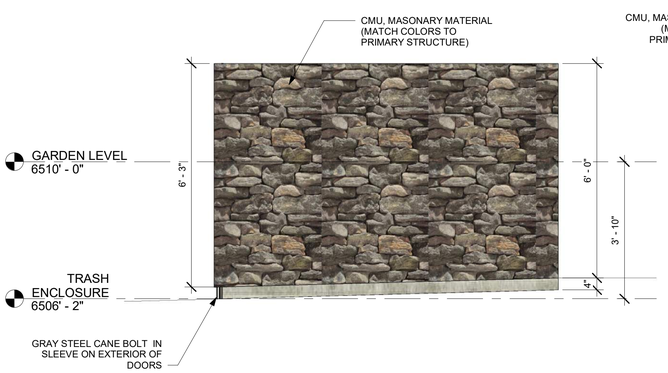
SITE PLAN
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



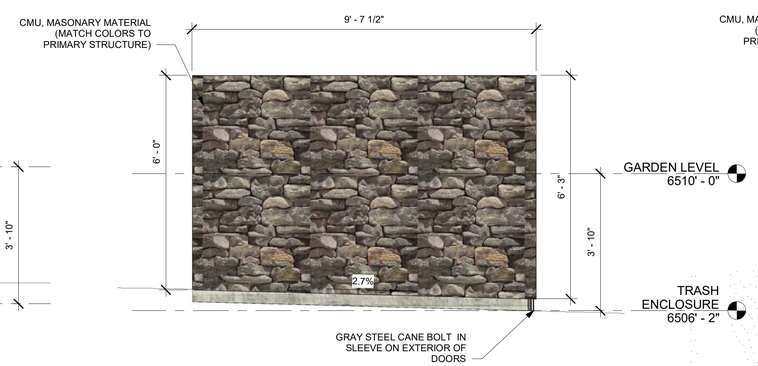
1 TRASH ENCLOSURE PLAN
1/4" = 1'-0"



2 EAST TRASH ENCLOSURE
1/2" = 1'-0"



3 NORTH TRASH ENCLOSURE
1/2" = 1'-0"



4 SOUTH TRASH ENCLOSURE
1/2" = 1'-0"

5 WEST TRASH ENCLOSURE
1/2" = 1'-0"

Sandella & Design
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

TRASH ENCLOSURE
ELIZABETH 44 - SITE PLAN
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#24-DXX
DATE: V1.0 09-09-24

AS-206.0

LIVE GROUND COVER LEGEND

LIVE COVER TABLE

TOTAL LANDSCAPE AREA: 14,179 SF (NOT INCLUDING PLAY AREA)
100% LIVE COVER: GRASS AREA = 3,235 SF
ROCK WITH PLANTS LANDSCAPE AREA: 10,944 SF
APPROXIMATE LIVE COVER FOR SHRUBS, ORNAMENTAL GRASS & PERENNIALS: 8,400 SF (PLANTS SHOWN AT MATURE WIDTH, DOES NOT INCLUDE TREE CANOPIES)
APPROXIMATE LIVE COVER: 76.7%

LANDSCAPE CODE NOTES

a. Deciduous trees shall be at least two-inch caliper measured at DBH (diameter at breast height), except ornamental and flowering trees, which shall be one-and-one-half-inch caliper measured at DBH.
b. Evergreen trees shall be a minimum height of six (6) feet.
c. Shrubs shall be five-gallon container size or larger. Three (3) shrubs of one-gallon size may be substituted for each five-gallon shrub per the approved site plan.
d. Ground cover and vines shall be a minimum one-gallon size
e. Wood chips and wood shavings have no minimum size, but shall be a minimum depth of four (4) inches installed over an approved geotextile weed barrier fabric.
f. Rock or stone shall be one (1) inch to six (6) inches in diameter and a minimum depth of three (3) inches installed over an approved geotextile weed barrier fabric.

CODE REQUIREMENTS

LANDSCAPE SETBACKS (LS)

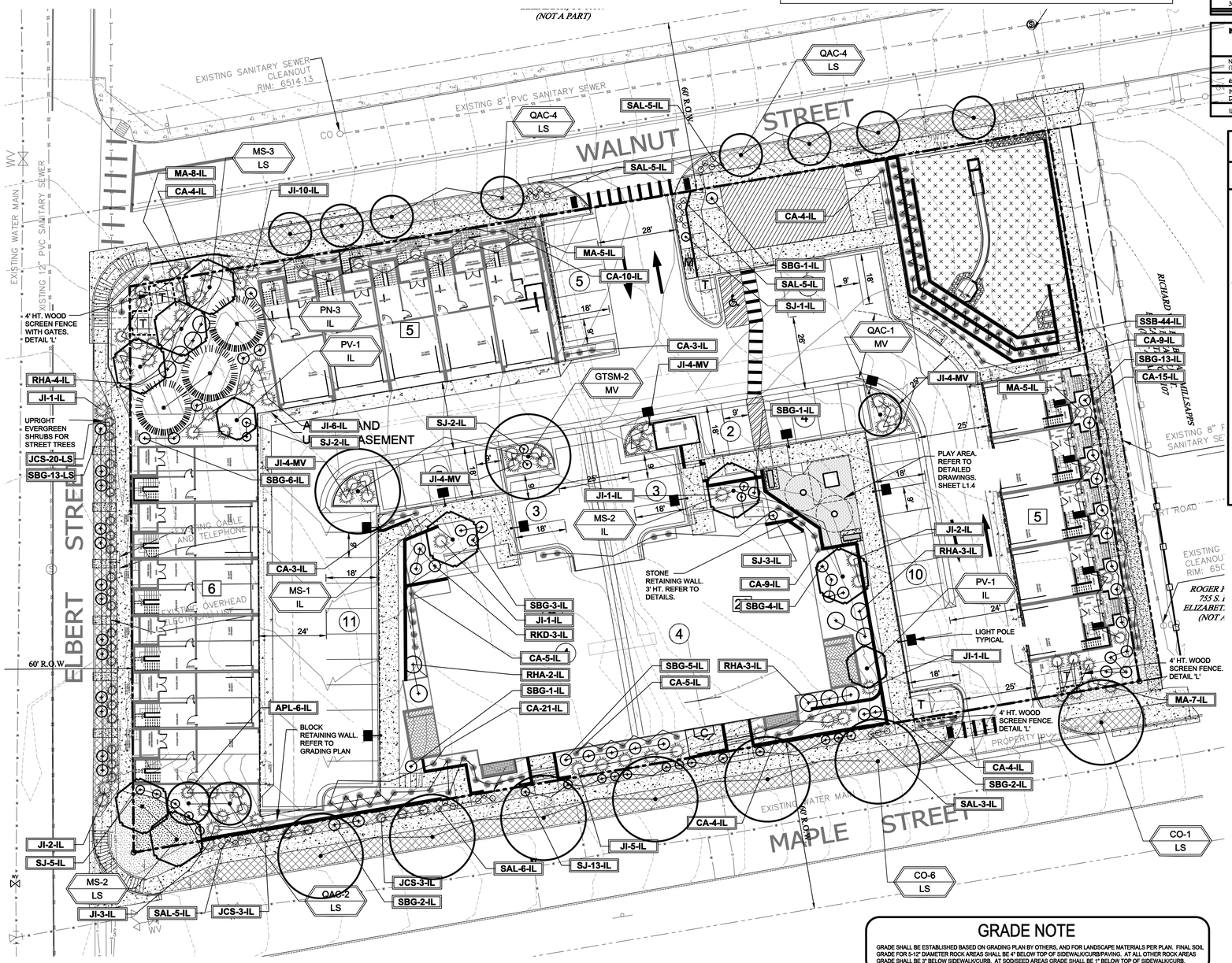
STREET NAME OR ZONE BOUNDARY (ELEV.)	STREET CLASSIFICATION	WIDTH (FT.) REQ./PROV.	LINEAR FOOTAGE	TREE/FEET REQUIRED	NO. OF TREES REQ./PROVIDED
WALNUT STREET	PUBLIC	10/10 FT	328 LF	1/40 FT	8/8
MAPLE STREET	PUBLIC	10/10 FT	362 LF	1/40 FT	9/9
ELBERT STREET	PUBLIC	10/10 FT	200 LF	1/40 FT	5/5 (AT CORNERS DUE TO UTILITIES)

MOTOR VEHICLE LOTS (MV)

NO. OF VEHICLE ISLANDS PROVIDED	SHADE TREES (1/5 SPACES) REQ./PROV.	SHRUBS 4 PER ISLAND REQ./PROV.
3 ISLANDS	3/3	12/12

INTERNAL LANDSCAPING (IL)

NET SITE AREA (SF) (LESS PUBLIC ROW)	PERCENT MINIMUM INTERNAL AREA (5%)	INTERNAL AREA (SF) REQ./PROV.	INTERNAL TREES (1/1500 SF) REQ./PROV.	INTERNAL SHRUBS (5/1500 SF) REQ./PROV.
68,303 SF	RESIDENTIAL	10245/11030 SF	8/8	40/40
INTERNAL PLANT ABBR. DENOTED ON PLAN	PERCENT GROUND PLANE VEG. REQ./PROV.			
IL	75%/75%			



PLANT SCHEDULE

Symbol	Abbr.	Quanity	Botanical Name	Common Name	Mature Size	Planting Size
EVERGREEN TREES:					W X HT	
	PN	3	Pinus nigra	Austrian Pine	20'x45'	6' ht.
DECIDUOUS TREES:						B & B
	CO	7	Celtis occidentalis	Hackberry	30' x 40'	2"cal.
	GTSM	2	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	30'X30'	2"cal.
	MS	8	Malus 'Spring Snow'	Spring Snow Crabapple	15'X15'	1-1/2"cal.
	PV	2	Prunus virginiana 'Schubert'	Canada Red Cherry	15'X15'	1-1/2"cal.
	QAC	11	Quercus albex Q. robur 'Crimschmidt'	Crimson Spire Oak	15' x 45'	1-1/2"cal.
EVERGREEN SHRUBS:						Container
	ACP	6	Archostaphylos coloradoensis'Panchito'	Panchito Manzanita	36"x24"	# 5
	JCS	26	Juniperus x chinensis 'Spartan'	Spartan Juniper	3-4' x 12-15'	# 5
	JI	51	Archostaphylos coloradoensis'Panchito'	Panchito Manzanita	3' X 18"	# 5
	MA	25	Mahonia aquifolium compacta	Compact Oregon Grape Holly	3-4' x 2-3'	# 5
DECIDUOUS SHRUBS:						Container
	RHA	12	Rhus aromatica 'Gro-low'	Sumac Gro-Low	5-7' x 2-3'	# 5
	RKD	3	Rosa x double knockout 'Radtko'	Double Knockout Rose	3-4' x 3-4'	# 5
	SBG	51	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	3-4' x 2-3'	# 5
	SJ	28	Spiraea japonica 'Majic Carpet'	Majic Carpet, Spirea	1-2' x 1-2'	# 5
ORNAMENTAL GRASSES AND PERENNIALS:						Container
	CA	96	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	1-3' / 2-3'	#5 cont.
	SSB	44	Schizachyrium scoparium 'Blaze'	Little Bluestem Grass 'Blaze'	2-3' x 2-3'	#5 cont.
	SAL	29	Salvia nemorosa 'May Night'	May Night Salvia	24" x 24"	#1 cont.

NOTE: QUANTITIES SHOWN IN SCHEDULE ARE FOR CONVENIENCE ONLY.
CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL MATERIALS PER PLAN.

GROUND COVER LEGEND

SYMBOL	DESCRIPTION	APPROX. SF
	Kentucky Bluegrass Sod	317 SF
	Seed Grass Mix 'C' Submit sample/spec prior to ordering material	2,918 SF
	Mountain Granite Rock: 1.5" Diameter (with weed barrier) Submit sample/spec prior to ordering material	4,024 SF
	Clear Creek Rock: 2-6" Diameter (with weed barrier) Submit sample/spec prior to ordering material	6,920 SF
	Play surface: Engineered wood fiber Submit sample/spec prior to ordering material	595 SF
	RIGHT OF WAY	
	Kentucky Bluegrass Sod	353
	Mountain Granite Rock: 1.5" Diameter (with weed barrier) Submit sample/spec prior to ordering material	435 SF
	Clear Creek Rock: 2-6" Diameter (with weed barrier) Submit sample/spec prior to ordering material	5,689 SF
	Retaining Wall: Allen Block, Metro Classic, color gray Submit sample/spec prior to ordering material	
	Steel Edger Submit sample/spec prior to ordering material	
	Remove All Existing Siberian Elm Tree	

NOTE: QUANTITIES SHOWN IN SCHEDULE ARE FOR CONVENIENCE ONLY.
CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL MATERIALS PER PLAN.

FINAL LANDSCAPE PLAN

NORTH
5 10 15 20 30
SCALE 1"= 20'

IRRIGATION NOTE

INSTALL ALL IRRIGATION SUPPLY LINES MINIMUM 3' FROM CORE TRANSFORMERS

811 Know what's below. Call before you dig.

GRADE NOTE

GRADE SHALL BE ESTABLISHED BASED ON GRADING PLAN BY OTHERS, AND FOR LANDSCAPE MATERIALS PER PLAN. FINAL SOIL GRADE FOR 5-12" DIAMETER ROCK AREAS SHALL BE 4" BELOW TOP OF SIDEWALK/CURB/PAVING. AT ALL OTHER ROCK AREAS GRADE SHALL BE 3" BELOW SIDEWALK/CURB. AT SOD/SEED AREAS GRADE SHALL BE 1" BELOW TOP OF SIDEWALK/CURB.

UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 6' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

DOCUMENT NOTE

IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, LANDSCAPE ARCHITECT SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES, OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS, OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH LANDSCAPE ARCHITECT'S DOCUMENTS.

HIGHER GROUND DESIGNS, INC.
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN
5350 NORTH ACADEMY BLVD., STE. 207
COLORADO SPRINGS, CO 80918
Phone 719-477-1546
Fax 719-268-1122

HIGHER GROUND DESIGNS

THESE DRAWINGS ARE THE PROPERTY OF HIGHER GROUND DESIGNS, INC. AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN AUTHORIZATION BY HIGHER GROUND DESIGNS, INC.

WALNUT GROVE
TOWN OF ELIZABETH, CO

PREPARED FOR:

JOHN JAMES MACKAY 571 07/23/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

JOB NUMBER 1139-23

REVISIONS	
9-3-24	PER REVISIONS
2-20-25	PER REVISIONS
3-11-25	PER REVISIONS
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION LANDSCAPE PLAN
SHEET NO. L1.1

LAYOUT NOTE

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL LANDSCAPE SHOWN ON THIS PLAN. ANY DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. DEVIATIONS FROM THE APPROVED PLAN MAY REQUIRE APPROVAL BY THE TOWN OF ELIZABETH PLANNING AND OWNER REPRESENTATIVE.

INSTALLATION NOTES

REMOVE EXISTING TREES, DEBRIS AND WEEDS FROM SITE PRIOR TO CONSTRUCTION (AS SHOWN PER PLAN).

LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SITE DURING CONSTRUCTION. WEEDS AND TRASH SHALL BE REMOVED DAILY AS REQUIRED.

EXISTING TOPSOIL TO BE STOCKPILED ON-SITE AND USED DURING CONSTRUCTION TO ESTABLISH GRADES WITHIN LANDSCAPE AREAS AS SHOWN PER PLAN.

CONTRACTOR SHALL REFER TO ASSOCIATED LANDSCAPE CONTRACTORS OF COLORADO HANDBOOK (ALCC) , 2007 REVISED EDITION FOR ALL CONSTRUCTION FOR THIS SITE. CONTACT OWNER/LANDSCAPE ARCHITECT FOR QUESTIONS.

QUANTITIES SHOWN IN PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANT MATERIAL PER PLAN.

LANDSCAPE ARCHITECT SHALL HAVE OPPORTUNITY TO INSPECT AND APPROVE ALL TREES AND ALL 1-15 GALLON MATERIAL AT JOB SITE PRIOR TO PLANTING, INCLUDING PLACEMENT INSPECTION.

STEEL EDGING TO BE GREEN PRO-STEEL (1/8" x 4" x 10') WITH STAKES OR APPROVED EQUAL. EDGING TO BE EXPOSED 1/2" MAXIMUM ABOVE FINISHED GRADES. INSTALL PER MANUFACTURE RECOMMENDATIONS. SEE PLAN FOR EDGING LOCATIONS.

ALL ROCK COVER AREAS ONLY TO BE PREPARED WITH 3 OZ PROFESSIONAL GRADE POLYSPUN WEED BARRIER WITH STAPLES AT 5' O.C. FABRIC SEAMS TO BE OVERLAPPED 6" MIN. AND SECURED WITH STAPLES.

GROUND COVER SHALL BE CONTINUOUS UNDER ALL SHRUBS THROUGHOUT PROJECT SITE. REFER TO PLANTING DETAILS.

TREES AND SHRUBS TO RECEIVE ORGANIC MULCH PER DETAILS, INCLUDING ROCK AREAS-SEE DETAILS, UNLESS OTHERWISE SPECIFIED. ORGANIC MULCH TO BE 'CASCADE CEDAR' WITH NO LANDSCAPE FABRIC 4" DEPTH.

DO NOT PLANT SHRUBS OR TREES OF INCOMPATIBLE WATER REQUIREMENTS IMMEDIATELY ADJACENT (MINIMUM 5') TO ONE ANOTHER.

PLANT BACKFILL SHALL BE 70% NATIVE ON-SITE SOIL, AND 30% BREW-GRO BIOCOMP CLASS 1 (OR CITY APPROVED EQUAL).

A REPRESENTATIVE SAMPLE OF THE BOTANICAL NAME TAGS, FURNISHED BY THE NURSERY STOCK PROVIDER SHALL REMAIN ATTACHED TO THE PLANTS UNTIL FINAL INSPECTION.

LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF STORM DRAINAGE FROM ADJACENT LANDSCAPE AREAS OR BUILDING DOWNSPOUTS WILL ADVERSELY AFFECT LANDSCAPED AREAS PER THE PLAN.

PRIOR TO INSTALLING PLANTS OR GROUND COVER BROADCAST (PLANT SAFE) PREEN WEED PRE-EMERGENT, OR APPROVED EQUAL, IN ALL PLANTING AREAS PER MANUFACTURE RECOMMENDATIONS. WWW.PREEN.COM

PLANTING AREA SOIL PREP NOTES

FOR ALL PLANTING AREAS SOIL PREPARATION FOR UNDISTURBED OR COMPACTED AREAS:

A. RIP EXISTING SOIL TO A DEPTH OF NINE (9) INCHES MINIMUM IN ONE DIRECTION USING AN AGRICULTURAL RIPPER WITH TINES SPACED NO FURTHER THAN EIGHTEEN (18) INCHES APART OR TILL TO 6" DEPTH. AREAS ADJACENT TO WALKS, STRUCTURES, CURBS, ETC., WHERE THE USE OF LARGE MECHANICAL EQUIPMENT IS DIFFICULT SHALL BE WORKED WITH SMALLER EQUIPMENT OR BY HAND.

B. REMOVE ALL RUBBLE, STONES AND EXTRANEOUS MATERIAL OVER TWO (2) INCHES IN DIAMETER FROM THE SITE.

C. FOR TREE LOCATIONS REMOVE AND REPLACE EXISTING SOIL TO 36" DEPTH. IF CLAY OR SAND REPLACE WITH GRADE B TOPSOIL.

FIRE SIGNAGE NOTE

ANY VEGETATION THAT MAY GROW TO OR IMMEDIATELY OBSTRUCT ANY FIRE LANE SIGNAGE WILL BE PLANTED IN SUCH A WAY TO PREVENT ANY FUTURE OBSTRUCTION OF SUCH SIGNAGE .

GRADING AND DRAINAGE NOTE

EXISTING GRADING AND DRAINAGE SHOULD BE MAINTAINED AND IS BY OTHERS. ALL GRADES SHOULD SLOPE MINIMUM AWAY FROM ALL BUILDING FOUNDATION. PRIOR TO, OR DURING CONSTRUCTION IF DRAINAGE PROBLEMS ARE IDENTIFIED CONTACT LANDSCAPE ARCHITECT AND CEASE WORK UNTIL A SOLUTION IS AGREED TO BY ALL PARTIES. HGD, INC. PREPARED THIS LANDSCAPE PLAN BASED ON EXISTING FIELD CONDITIONS AND AND IS NOT RESPONSIBLE FOR ANY DAMAGE TO BUILDING AND/OR SITE DUE TO IMPROPER GRADING AND/OR DRAINAGE.

SEEDING NOTES

SEED MIX 'A': NATIVE SEED TO BE EL PASO COUNTY ALL PURPOSE FOR UPLAND MIX (OR APPROVED EQUAL). REFER TO CHART. SEED TO BE APPLIED USING DRILL SEED PROCESS OR HYDRO-SEED PROCESS. HAND BROADCAST IN AREAS NOT ACCESSIBLE WITH EQUIPMENT. SOIL SHALL BE AMENDED BREW-GRO BIOCOMP CLASS 1 (OR CITY APPROVED EQUAL) AT 3 C.Y./1000 SF TILLED INTO TOP 4-8" OF SOIL PRIOR TO SEEDING. CONTACT PAWNEE BUTTES FOR CURRENT SEED MIX. SEEDING RATES ARE NOTED IN CHART.

DEPENDING ON WEATHER, SEED SHALL BE INSTALLED WITHIN THE FOLLOWING TIME FRAMES: SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE FOR SPRING ESTABLISHMENT (DORMANT SEEDING); SPRING THAW UNTIL JUNE 1 FOR SPRING AND SUMMER ESTABLISHMENT (ACTIVE SEEDING).

FOR HYDRO-SEEDING ALL SEEDED AREAS SHALL RECEIVE NOT LESS THAN 1 TON PER ACRE (2000 LBS) OF VIRGIN WOOD CELLULOSE HYDRO-MULCH AND 100 LBS PER ACRE OF ORGANIC TACKIFIER.

SEEDED LANDSCAPE AREAS SHALL HAVE NO BARE AREAS LARGER THAN SIX (6) SQUARE INCHES 15 DAYS AFTER GERMINATION.

DRILL SEEDING: SEEDING EQUIPMENT USED FOR APPLYING SEED MIXTURES SHALL BE DESIGNED, MODIFIED OR EQUIPPED TO REGULATE THE APPLICATION RATE AND PLANTING DEPTH OF THE SEED MIXTURE. SEED SHALL BE UNIFORMLY DISTRIBUTED IN THE DRILL HOPPER DURING THE DRILLING OPERATION. A RANGELAND DRILL CAPABLE OF MIXING DIFFERENT SIZES AND WEIGHTS OF SEEDS SHALL BE USED. THE DRILL SHALL BE EQUIPPED WITH DOUBLE DISK FURROW OPENERS, DEPTH BANDS, PRESS WHEELS OR DRAG CHAINS.

THE SEED SHALL BE DRILLED APPROXIMATELY ¼ INCH BELOW THE SOIL SURFACE. HALF OF THE TOTAL RATE OF SEED APPLICATION SHALL BE DRILLED IN 1 DIRECTION, WITH THE REMAINDER OF THE SEED RATE DRILLED AT 90 DEGREES FROM THE FIRST DIRECTION.DO NOT DRILL OR SOW SEED DURING HIGH WINDS OR WHEN THE GROUND IS FROZEN OR OTHERWISE UNABLE TO BE WORKED.

ALL SEEDED AREAS LESS THAN 3:1 SHALL RECEIVE NO LESS THAN 2 TONS PER ACRE (400 LBS) OF CERTIFIED WEED FREE STRAW MULCH. STRAW MULCH SHALL BE APPLIED IN A UNIFORM MANNER BY MULCH SPREADER OR BY HAND. STRAW MULCH SHALL BE CRIMPED OR ANCHORED INTO THE SEEDBED IMMEDIATELY FOLLOWING SPREADING BY USING A MULCH TILLER (CRIMPER). MULCH TILLERS SHALL HAVE ROUND, NOTCHED-BLADES SPACED 8-INCHES APART (MIN.) AND SHALL HAVE SUFFICIENT WEIGHT TO FORCE THE VEGETATIVE MULCH A MINIMUM DEPTH OF 3-INCHES INTO THE SOIL. ALL MULCH TILLING SHALL BE DONE PERPENDICULAR TO THE FLOW-LINE OF THE SLOPE (ALONG CONTOURS). HAND CRIMPING SHALL BE PERFORMED ON AREAS WHERE MECHANICAL METHODS CANNOT BE USED.

MULCH SHALL BE APPLIED TO SEEDED AREAS (INCLUDING DAMP GROUND) WITHIN 24 HOURS FOLLOWING THE COMPLETION OF SEEDING OPERATIONS FOR THE AREA. MULCHING SHALL NOT BE PERFORMED DURING ADVERSE WEATHER CONDITIONS OR WHEN WIND PREVENTS UNIFORM DISTRIBUTION. APPLICATION SHALL BE IN A MANNER TO NOT SERIOUSLY DISTURB THE SEEDBED SURFACE.

NATIVE GRASS MANAGEMENT NOTE

ON-GOING MAINTENANCE RECOMMENDATIONS FOR NATIVE GRASS

WELL ESTABLISHED SEEDED LAWN SHALL BE A HEALTHY, WELL-ROOTED, EVEN-COLORED, AND FREE OF WEEDS, BARE AREAS, AND SURFACE IRREGULARITIES.

THE MATURE HEIGHT OF NATIVE GRASS IS EXPECTED TO BE MAINTAINED AT ABOUT 6" HIGH AND MOWED TO 3" ONCE ANNUALLY IN THE LATE WINTER OR EARLY SPRING, AND IRRIGATED ON REDUCED WATER SCHEDULE.

THE SUCCESS OF PERMANENT NATIVE GRASS SEEDING CAN RARELY BE EVALUATED ACCURATELY PRIOR TO THE END OF ITS SECOND FULL GROWING SEASON. SEEDING SUCCESS DEPENDS UPON CONTROL OF WEED COMPETITION DURING THE FIRST TWO GROWING SEASONS. IN ADDITION, THE SITE SHOULD BE MONITORED ANNUALLY FOR UNDESIRABLE PLANT SPECIES.

THE SITE SHOULD BE MONITORED FOR UNDESIRABLE PLANT SPECIES. IF WEED CONTROL NEEDS TO BE PERFORMED DURING THE FIRST YEAR OF PLANT GROWTH, UTILIZE ONE OF TWO METHODS. REGARDLESS OF WHICH METHOD OF WEED CONTROL IS USED, COMPLETE BEFORE FLOWERING OF WEED SEED HEADS. SINCE WEED SPECIES MAY DEVELOP MATURE SEED HEADS AT DIFFERENT TIME OF THE GROWING SEASON, WEED CONTROL EFFORTS WILL BE REQUIRED.

1. HAND PULL NOXIOUS WEEDS, REMOVING AS MUCH OF THE ROOT SYSTEM AS POSSIBLE.
2. USE WEED EATERS TO SELECTIVELY CUT OFF THE SEED HEADS OF NOXIOUS WEEDS. USE SELECTIVE BROADLEAF HERBICIDE SUCH AS 2-4-D WITH A BACKPACK SPRAYER OR WICK APPLICATOR. BE CAREFUL NOT TO APPLY HERBICIDE ON MORE THAN ONE SQUARE FOOT IN ANY GIVEN AREA. CONTRACTOR TO NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE OF ANY SUSPECTED SOIL PROBLEMS AT THE END OF THE FIRST GROWING SEASON. BROADBAND APPLICATIONS OF HERBICIDE CAN BE COMPLETED AFTER NATIVE GRASS SPECIES REACH MATURE HEIGHT.

SLOPE STABILIZATION

LANDSCAPE CONTRACTOR TO PROVIDE EROSION CONTROL BLANKETS OR EQUAL ON SEEDED SLOPES 3:1 AND STEEPER. BLANKETS TO BE SECURED TO SLOPE PER MANUFACTURE RECOMMENDATIONS FIELD VERIFY SLOPES.

EROSION CONTROL BLANKET SHALL CONSIST OF 100% AGRICULTURAL STRAW BLANKET WITH PHOTODEGRADABLE NETTING ON BOTH SIDES.

LONG-TERM MAINTENANCE NOTE

ON-GOING MAINTENANCE DURING CONSTRUCTION:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ON-GOING MAINTENANCE OF ALL COMPLETED LANDSCAPE AND IRRIGATION WORK AS DEFINED UNDER CONTRACT WITH OWNER.

BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND CONTINUE UNITIL LANDSCAPE WORK IS COMPLETED, ACCEPTED BY OWNER, AND IF REQUESTED A FORMAL MAINTENANCE PERIOD IS INITIATED. MAINTAIN LAWNS BY WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING AND OTHER OPERATIONS SUCH AS ROLLING, REGARDING, REPLANTING AS REQUIRED THROUGH CONSTRUCTION PERIOD. REMULCH WITH NEW MULCH IN AREAS WHERE MULCH HAS BEEN DISTURBED BY CONSTRUCTION OPERATIONS SUFFICIENTLY TO NULLIFY ITS PURPOSE. CONTRACTOR SHALL REPAIR SEEDED AREAS DAMAGED BY TRAFFIC AND/OR VANDALISM DURING THE CONSTRUCTION PERIOD.

IF THE IRRIGATION SYSTEM IS NOT AVAILABLE FOR PROPER WATERING AT THE TIME OF INSTALLATION, PROVIDE AND MAINTAIN TEMPORARY PIPING, HOSES, AND LAWN WATERING EQUIPMENT AS REQUIRED TO CONVEY WATER FROM SOURCES AND TO KEEP THE LAWN AREAS UNIFORMLY MOIST AS REQUIRED FOR PROPER GROWTH. FAILURE OF THE IRRIGATION SYSTEM SHALL NOT RELIEVE THE INSTALLER OF THE RESPONSIBILITY TO PROVIDE THE REQUIRED WATER. COORDINATE WITH OWNER.

ONE-YEAR WARRANTY

AS AGREED WITH OWNER CONTRACTOR SHALL PROVIDE ONE-YEAR WARRANTY ON ALL PLANT MATERIAL, GRASSES AND IRRIGATION SYSTEM. REPLACEMENT OF DEAD, DISEASED OR SUBSTANTIALLY DAMAGED PLANT MATERIALS SHALL BE OF THE SAME OR SIMILAR TYPE AS SET FORTH IN THE LANDSCAPE PLAN. REPLACEMENT SHALL BE MADE IN A TIME PERIOD NOT EXCEEDING 15 DAYS. PLANT MATERIAL NEEDING REPLACEMENT DURING WINTER MONTHS SHALL BE REPLACED AT THE START OF THE NEXT GROWING SEASON.

THE OWNER OF THIS PROPERTY AND ANY FUTURE OWNERS SHALL BE RESPONSIBLE FOR THE PROPER LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE OF THIS SITE AND ANY RIGHT-OF-WAY AREAS BETWEEN THE CURB AND PROPERTY BOUNDARIES OF THIS SITE. MAINTENANCE OF THIS INCLUDES, BUT IS NOT LIMITED TO, RIGHT OF WAY STREET TREES, IRRIGATION INSPECTIONS AND ADJUSTMENTS, IRRIGATION SYSTEM SHUT DOWN AND START UP, IRRIGATION LEAK REPAIR, LANDSCAPE WEEDING, MOWING, SEEDING, FERTILIZING, WOOD MULCH AND ROCK ADDITIONS, PRUNING AND PLANT MATERIAL REPLACEMENTS. ALL MAINTENANCE SHALL BE DONE IN ACCORDANCE WITH THE ALCC SPECIFICATIONS HANDBOOK REV EDITION 2007. OWNER SHOULD CONTACT LANDSCAPE CONTRACTOR OR LANDSCAPE ARCHITECT REGARDING ANY QUESTIONS RELATING TO THE LANDSCAPE OR IRRIGATION SYSTEM.

GENERAL SITE NOTES

1. CONTRACTOR RESPONSIBLE FOR COORDINATING AND INSTALLING ALL SLEEVING REQUIRED FOR SITE CONSTRUCTION INCLUDING BUT NOT LIMITED TO DRAINAGE, IRRIGATION, LIGHTING, AND ELECTRICAL. COORDINATE WITH GENERAL CONTRACTOR.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR ALL APPLICABLE AGENCIES.
4. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN LOCAL CODES, STANDARDS AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE APPROPRIATE GOVERNING AGENCIES.
5. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED CONSTRUCTION DOCUMENTS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON-SITE AT ALL TIMES.
6. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS TRACKED FROM THE SITE.

SOD INSTALLATION NOTE

SOIL PREPARATION FOR SODDED AREAS

A. RIP EXISTING SOIL TO A DEPTH OF NINE (9) INCHES MINIMUM IN ONE DIRECTION USING AN AGRICULTURAL RIPPER WITH TINES SPACED NO FURTHER THAN EIGHTEEN (18) INCHES APART. AREAS ADJACENT TO WALKS, STRUCTURES, CURBS, ETC., WHERE THE USE OF LARGE MECHANICAL EQUIPMENT IS DIFFICULT SHALL BE WORKED WITH SMALLER EQUIPMENT OR BY HAND.

B. REMOVE ALL RUBBLE, STONES AND EXTRANEOUS MATERIAL OVER TWO (2) INCHES IN DIAMETER FROM THE SITE.

C. APPLY THE FOLLOWING AMENDMENTS: APPLY CLASS 1 BREW GROW MATERIAL AT A RATE OF 3 CUBIC YARDS PER 1000 SQ.FT. OF SOIL AREA. DISK (TILL) COMPOST SOIL TO A DEPTH OF 6" (INCHES).

BLUEGRASS SOD

A. PROVIDE HEALTHY, FIELD GROWN SOD, FREE FROM OTHER GRASSES, WEEDS, INSECTS AND THEIR EGGS, DISEASES, STONES AND DEBRIS, AND A MINIMUM OF ONE (1) YEAR OLD. FURNISH FROM A SOD FARM WHERE IT HAS RECEIVED REGULAR WATERING, MOWING, FERTILIZING, WEED CONTROL AND SPRAYING.

B. MOW SOD TO 11/2" TO 2" HEIGHT PRIOR TO CUTTING AND CUT TO A UNIFORM THICKNESS OF ¾" TO 1". DELIVER IN ROLLS 6' LONG AND 18" WIDE. SMALL, IRREGULAR OR BROKEN PIECES OF SOD WILL NOT BE ACCEPTED. DO NOT CUT MORE SOD THAN CAN BE PUT IN PLACE AT THE SITE THE SAME DAY.

C. DELIVER SOD TO THE SITE WITHIN 24 HOURS OF HARVESTING, AND PROTECT FROM DRYING OUT, EXPOSURE OF ROOTS TO THE SUN AND OTHER INJURY.

SOD INSTALLATION

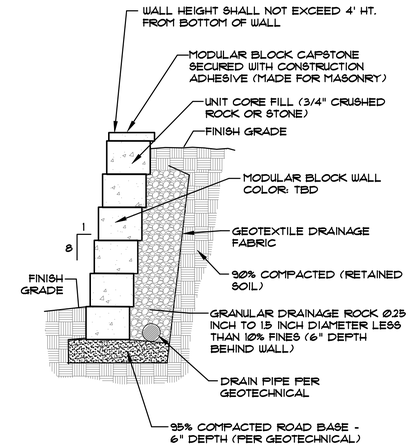
A. AFTER SOIL PREPARATION, ROLL THE AREA TO AN EVENLY COMPACTED, FIRM SOIL BED. REMOVE HARD AND SOFT AREAS. SCARIFY SURFACE TO A DEPTH OF 3/8 INCH.
B. LAY SOD SMOOTHLY, EDGE TO EDGE, AND WITH STAGGERED JOINTS. BUTT EDGES TIGHTLY. LAY WITHIN EIGHT (8) HOURS AFTER DELIVERY.
C. WATER SOD LIGHTLY AS LAYING PROGRESSES TO PREVENT DRYING OF SOD.
D. ROLL SOD WITH A LIGHT ROLLER DIAGONALLY, LEVELING IRREGULARITIES AND SEALING JOINTS.
E. KEEP THE SOIL BED MOIST DURING LAYING OF SOD.
F. NEWLY INSTALLED SOD SHALL BE WATERED WITH ¼ INCH OF WATER PER DAY FOR THE FIRST 3 DAYS, FILLING THE WATER HOLDING CAPACITY OF THE TOP 4-8 INCHES OF THE SOIL. TOTAL AMOUNT OF WATER SHOULD BE SPLIT UP OVER 2 OR 3 WATERING PERIODS EACH DAY.
G. WEEK 1: AFTER INSTALLATION, WATER NEW TURF ¾" TO 1-1/4" OF WATER PER DAY FOR THE FIRST 7 DAYS SPLIT UP OVER 4 OR 5 WATERING PERIODS EACH DAY. THE WARMER THE TEMPERATURE, THE MORE WATER YOU NEED TO APPLY.
H. WEEK 2: AFTER THE FIRST 7 DAYS, WATER AT THE RATE OF ½" PER DAY FOR 7 DAYS; SPLIT UP OVER 2-3 WATERING PERIODS EACH DAY.
I. WEEK 3: IF WATERING RESTRICTIONS ALLOW, WATER ¼" PER DAY EVERY OTHER DAY FOR 7 DAYS. AFTER THE FIRST TWO OR THREE WEEKS, REVERT TO WATERING 1-2 TIMES PER WEEK AS LOCAL WATERING RESTRICTIONS ALLOW.
J. KENTUCKY BLUEGRASS TURF: 3.1 LBS NITROGEN PER 1,000 SF: APPLY ABOUT 1 LB OF RECOMMENDED NITROGEN IN LATE SUMMER. APPLY HALF OF REMAINING NITROGEN REQUIREDIN MID-FALL, HALF IN MID SPRING. FOR HIGH MAINTENANCE TURF, APPLY ABOUT 1 LB OF THE RECOMMENDED NITROGEN IN EARLY SUMMER. TO OBTAIN 1 LB OF ACTUAL NITROGEN, APPLY 3 TO 4 LB OF 34-0-0, 5 LB OF 20-0-0, 10 LB OF 10-0-0, OR SIMILAR FERTILIZERS.

ON-GOING MAINTENANCE RECOMMENDATIONS FOR SOD BLUEGRASS LAWN

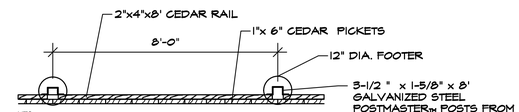
WELL ESTABLISHED LAWN SHALL BE A HEALTHY, WELL-ROOTED, EVEN-COLORED, FREE OF WEEDS, OPEN JOINTS, BARE AREAS, AND SURFACE IRREGULARITIES.

MOW SODDED LAWN AS SOON AS THERE IS ENOUGH TOP GROWTH TO CUT WITH MOWER SET AT 3" HEIGHT. DO NOT CUT MORE THAN 1/3 LENGTH OF THE GRASS BLADE AT ANY ONE MOWING. DO NOT MOW LESS THAN 3" OFF WHEN GRASS IS WET. REMOVE ALL HEAVY GRASS CLIPPING IMMEDIATELY AFTER MOWING.

NOTES: • ENGINEERING BY OTHERS FOR WALLS OVER 4' HT.
• SUBMIT BLOCK SAMPLE TO OWNER PRIOR TO INSTALL



A MODULAR BLOCK RETAINING WALL
NTS



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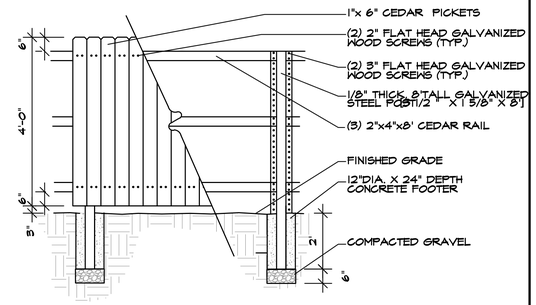
CEDAR SCREEN FENCE PLAN



L CEDAR SCREEN FENCE DETAIL
NOT TO SCALE

Know what's below. Call before you dig.

UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 6' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

DOCUMENT NOTE

IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, LANDSCAPE ARCHITECT SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES, OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS, OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH LANDSCAPE ARCHITECT'S DOCUMENTS.

HIGHER GROUND DESIGNS, INC.
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN
5350 NORTH ACADEMY BLVD., STE. 207
COLORADO SPRINGS, CO 80918
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PREPARED FOR:

WALNUT GROVE
TOWN OF ELIZABETH, CO

JOHN JAMES MACKAY
571
07/23/2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

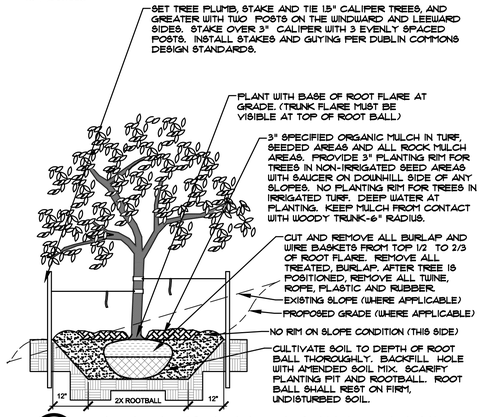
NOT FOR CONSTRUCTION

JOB NUMBER 1139-23

REVISIONS	
9-3-24	PER REVISIONS
2-20-25	PER REVISIONS
3-11-25	PER REVISIONS
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

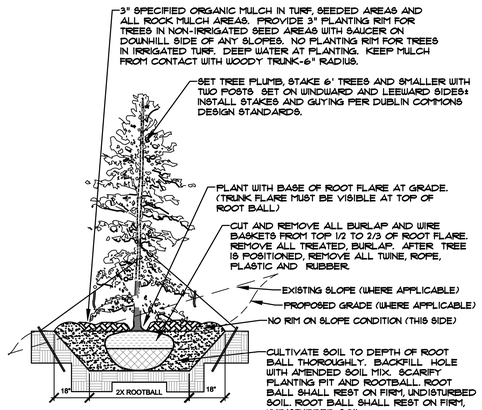
ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION LANDSCAPE NOTES
SHEET NO. L1.2

NOTES:
- MARK NORTH SIDE OF TREE AT NURSERY AND ALIGN TREE TO NORTH WHEN PLANTING.
- DO NOT REMOVE OR CUT LEADER.
- PRUNE ONLY DEAD, BROKEN, CROSSING, OR WEAK BRANCHES (OR NARROW CROTCHES) IMMEDIATELY PRIOR TO PLANTING. DO NOT REMOVE TERMINAL BUDS THAT EXTEND TO TREE CROWN.
- NO STRUCTURAL PRUNING OF TREE UNTIL AFTER ESTABLISHMENT PERIOD (2 GROWING SEASONS)
- REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING. AVOID FALL PLANTING IF POSSIBLE.
- AMENDED BACK FILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- WRAP TRUNK ON EXPOSED SITES OR SPECIES WITH THIN BARK. USE ELECTRICAL TAPE, NOT TWINE. WRAP OCTOBER 15 AND REMOVE BY MARCH 31.
- DO NOT FERTILIZE TREE DURING THE FIRST GROWING SEASON.
- COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT & DISEASE RECOMMENDATIONS PRIOR TO PLANTING.



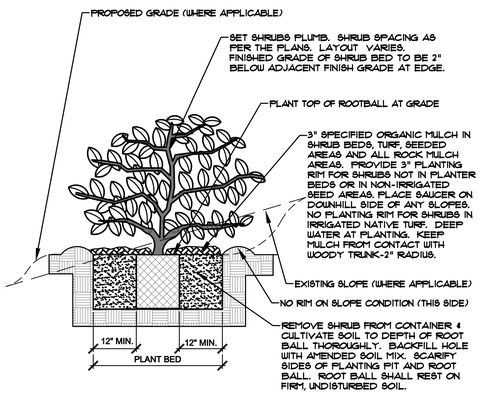
B DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

NOTES:
- MARK NORTH SIDE OF TREE AT NURSERY AND ALIGN TREE TO NORTH WHEN PLANTING.
- DO NOT REMOVE OR CUT LEADER.
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
- REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- AVOID FALL PLANTING IF POSSIBLE.
- AMENDED BACKFILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- PINE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING (SEE CONIFEROUS TREE NOTE ON PLANTING NOTES SHEET)



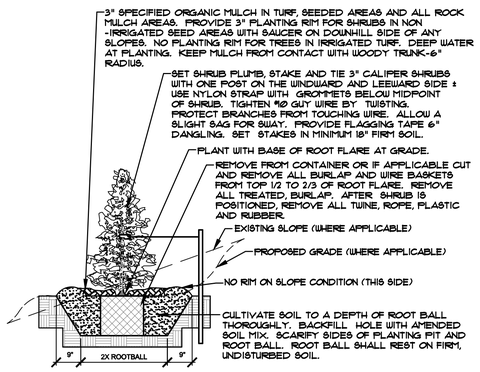
C EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

NOTES:
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
- AMENDED BACK FILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- FOR ROOT BIND AT BOTTOM OF BALL SPLIT ROOT BALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN PLANTING PIT.
- FOR POT BOUND PLANTS ONLY: MAKE 4-5 VERTICAL CUTS IN ROOT BALL 1" DEEP. PLANT IMMEDIATELY.



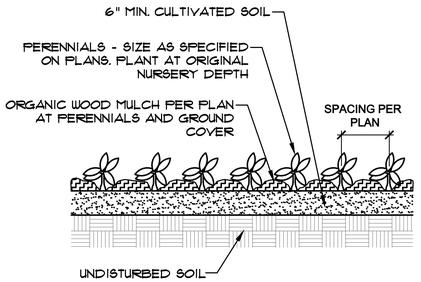
D SHRUB PLANTING DETAIL
NOT TO SCALE

NOTES:
- DO NOT REMOVE OR CUT LEADER.
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
- REMOVE ANY DOUBLE LEADER, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- AVOID FALL PLANTING IF POSSIBLE.
- AMENDED BACKFILL SHALL BE 70% SOIL FROM PLANTING PIT AND 30% ORGANIC MATERIAL.
- FOR ROOT BIND (CONTAINER PLANTS ONLY) AT BOTTOM OF BALL SPLIT ROOT BALL VERTICALLY FROM BOTTOM HALFWAY TO TOP. SPREAD THE TWO HALVES OVER A MOUND OF SOIL IN PLANTING PIT.
- FOR POT BOUND PLANTS ONLY: MAKE 4-5 VERTICAL CUTS IN ROOT BALL 1" DEEP. PLANT IMMEDIATELY. (CONTAINER PLANTS ONLY)



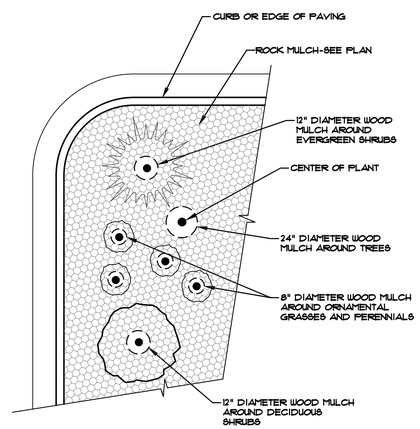
E UPRIGHT EVERGREEN SHRUB PLANTING DETAIL
NOT TO SCALE

NOTES:
- PLANT GROUND COVER AND PERENNIALS LEVEL AT GRADE.
- SOIL TO BE WELL CULTIVATED TO A MINIMUM DEPTH OF 6".
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTED.
- AMENDED BACKFILL SHALL BE 30% COMPOST AND 70% NATIVE SOIL.
- PRUNE ALL DEAD OR BROKEN PARTS PRIOR TO PLANTING.

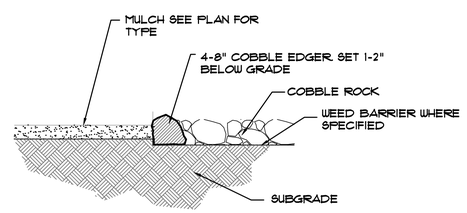


F PERENNIAL PLANTING DETAIL
NOT TO SCALE

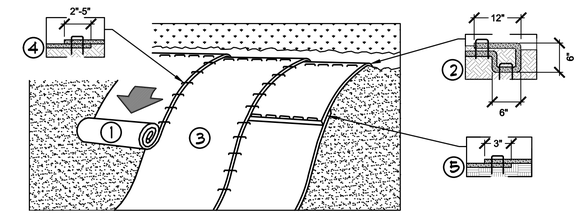
NOTES:
- CONTRACTOR TO INSTALL WOOD MULCH RINGS AROUND LANDSCAING AS SHOWN BELOW FOR ALL TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES INSTALLED IN ROCK MULCHED AREAS. ROCK SHALL BE CLEAR FROM SHRUB IN UNIFORM CIRCLE AND WOOD MULCH APPLIED AT 2" DEPTH. SEE CONSTRUCTION DETAILS FOR INSTALLATION PROCESS.
- REFER TO LANDSCAPE PLANS FOR ALL TREE, SHRUB AND ORNAMENTAL GRASS LOCATIONS



G TYPICAL PLANT MATERIAL TREATMENT
NOT TO SCALE



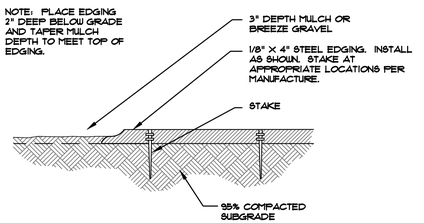
H MULCH/ROCK SECTION
NOT TO SCALE



1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
   NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP's IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF RECP's EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP's WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP's BACK OVER SEED AND COMPACTED SOIL. SECURE RECP's OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP's.
3. ROLL THE RECP's (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP's WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP's MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM , STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP's MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP's TYPE.
5. CONSECUTIVE RECP's SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP's WIDTH.
   NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP's.

J EROSION CONTROL
NTS

NOTE: PLACE EDGING 2" DEEP BELOW GRADE AND TAPER MULCH DEPTH TO MEET TOP OF EDGING.



K STEEL EDGING
NOT TO SCALE

811 Know what's below. Call before you dig.

UTILITIES NOTE
VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 8' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

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HIGHER GROUND DESIGNS, INC.
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN
5350 NORTH ACADEMY BLVD., STE. 207
COLORADO SPRINGS, CO 80918
Phone 719-477-1546
Fax 719-268-1122

WALNUT GROVE
TOWN OF ELIZABETH, CO

THESE DRAWINGS ARE THE PROPERTY OF HIGHER GROUND DESIGNS, INC. AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN AUTHORIZATION BY HIGHER GROUND DESIGNS, INC.

PREPARED FOR:

JOHN JAMES MACKAY 571 07/23/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

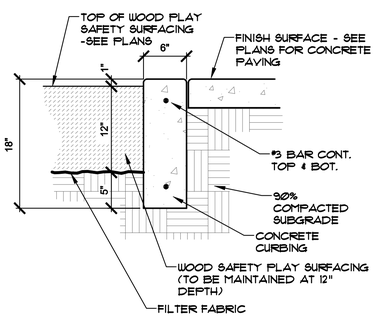
JOB NUMBER 1139-23

REVISIONS	
9-3-24	PER REVISIONS
2-20-25	PER REVISIONS
3-11-25	PER REVISIONS
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION LANDSCAPE DETAILS
SHEET NO. L1.3

B BENCH AT PLAY AREA
NTS

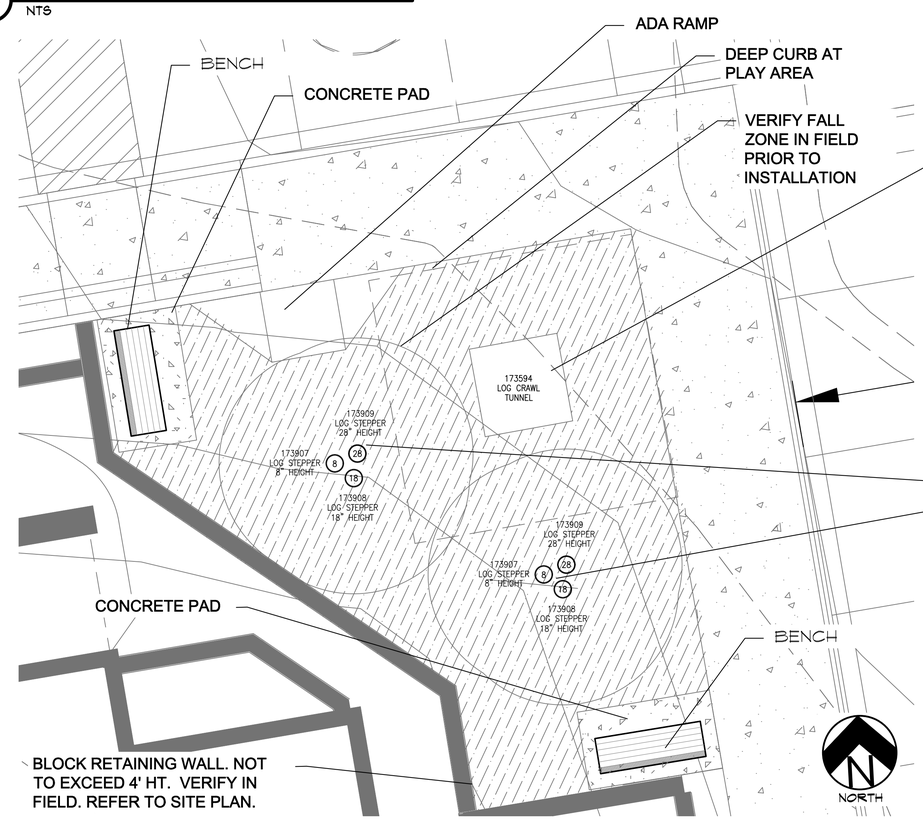
NOTES: • CONCRETE TO BE PLAIN CONCRETE UNLESS OTHERWISE SPECIFIED ON PLANS.



A DEEPENED CURB AT PLAY AREA
NTS

12"

C ADA RAMP AT PLAY AREA
NTS



LOG CRAWL
173594
LANDSCAPE STRUCTURES

LOG STEPPERS
173909, 173907, 173908
LANDSCAPE STRUCTURES

BLOCK RETAINING WALL. NOT TO EXCEED 4' HT. VERIFY IN FIELD. REFER TO SITE PLAN.

PLAY AREA

BENCH AND PLAY EQUIPMENT BY LANDSCAPE STRUCTURES.

CONTACT ROCKY MOUNTAIN RECREATION FOR DELIVERY AND INSTALLATION, INCLUDING EWF SURFACING.

CONTACT:
Isabel Keegan
Sales & Operations Director
303.783.1452
PO Box 1521 Englewood, CO 80150
isabel@rmrec.com / www.rmrec.com

811
Know what's **below.**
Call before you dig.

UTILITIES NOTE

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WALNUT GROVE
TOWN OF ELIZABETH, CO

PREPARED FOR:

JOHN JAMES MACKAY
571
07/23/2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

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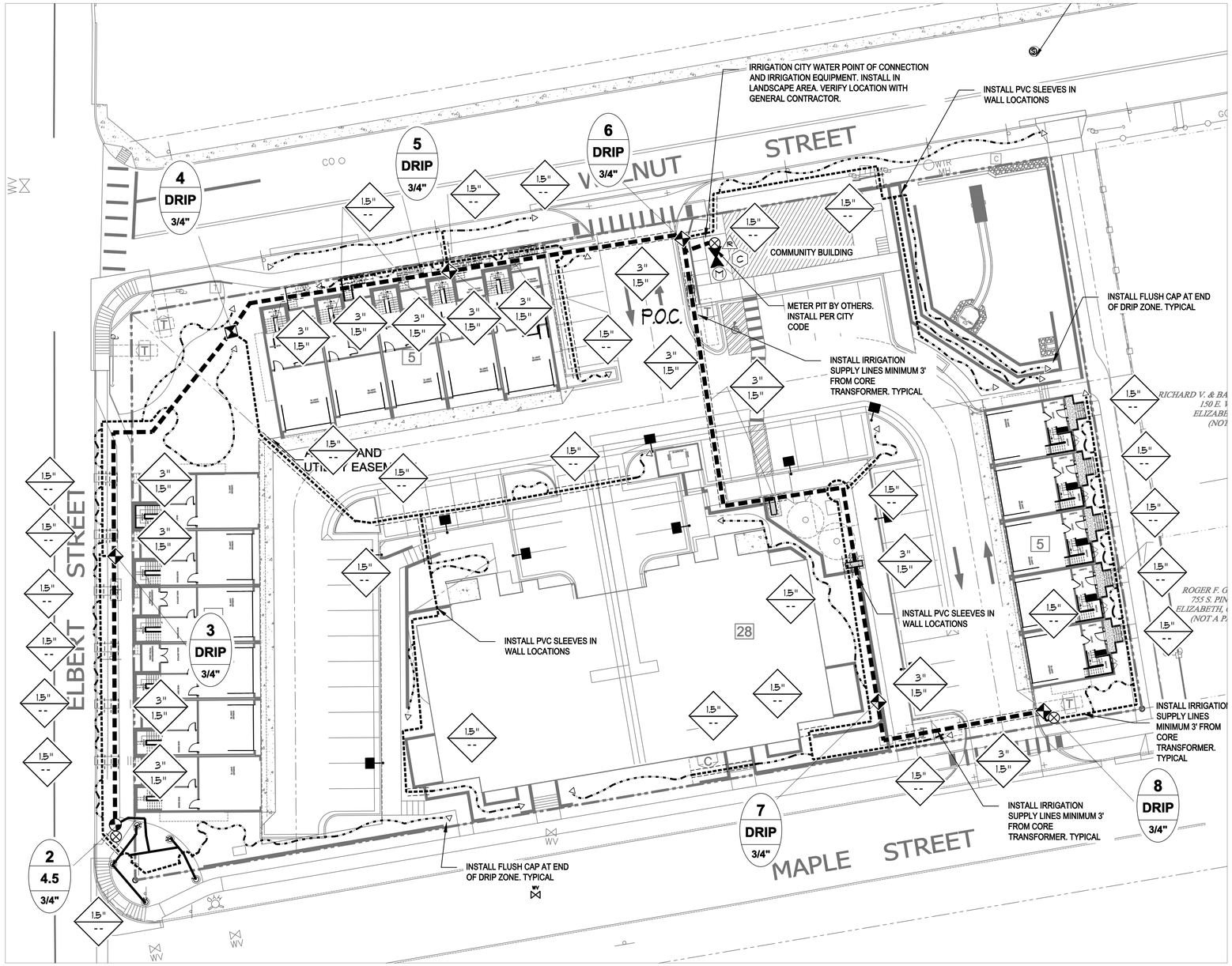
ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION PLAY AREA
SHEET NO. L1.4

Walnut Street Townhomes

NORTH

HGD
HIGHER GROUND
DESIGNS

9-18-24



IRRIGATION PLAN

NORTH

5 15 30

10 20 SCALE 1"= 20'

IRRIGATION SYSTEM DESCRIPTION

SITE IRRIGATION SYSTEM PROVIDED BY A FULLY AUTOMATED SPRINKLER SYSTEM CONSISTING OF DRIP IN PLANTING BEDS. ALL ZONES TO BE OPERATED FROM A SINGLE CONTROLLER LOCATED PER PLAN. COORDINATE INSTALLATION OF ALL IRRIGATION COMPONENTS WITH OWNERS REPRESENTATIVE AND OTHER TRADES. BALL VALVES SHALL BE PROVIDED BEFORE EACH ZONE VALVE FOR SYSTEM MAINTENANCE. POTABLE WATER SHALL BE USED FOR ALL SITE IRRIGATION. RAINBIRD EQUIPMENT SHALL BE INSTALLED UNLESS OTHERWISE NOTED PER PLAN. ANY DEVIATION FROM THIS PLAN SHALL BE APPROVED BY LANDSCAPE ARCHITECT. A PUMP MAY BE REQUIRED BASED ON AVAILABLE PRESSURE AT THE CITY POINT OF CONNECTION. REFER TO FLOW CALCULATIONS.

IRRIGATION LEGEND

P.O.C. — 3/4" POINT OF CONNECTION: CONTRACTOR TO VERIFY IN FIELD PRIOR TO INSTALLATION. COORDINATE WITH CITY UTILITIES AND GENERAL CONTRACTOR FOR LOCATION.

M — METER PIT AND 1" DIAMETER WATER METER ASSEMBLY
INSTALL AS REQUIRED BY CITY WATER STANDARDS AND SPECIFICATIONS.

BACKFLOW PREVENTION DEVICE - FEBCO 1.5" 825Y RPV W/BALL VALVE - INSTALL WITH STRONG BOX BACKFLOW ENCLOSURE MODEL SBBC-75CR (DARK GREEN COLOR) OR EQUAL.

1" QUICK COUPLING VALVE RAINBIRD: 5-LRC (PROVIDE KEY FOR OWNER: 55-K-1)

C — IRRIGATION CONTROLLER - RAINBIRD ESP-ME3
INSTALL PER MANUFACTURE RECOMMENDATIONS

R — RAIN SENSOR: WIRELESS WR2
(INSTALL PER MANUFACTURE RECOMMENDATIONS)

RAINBIRD DV SERIES ELECTRIC REMOTE CONTROL VALVE SIZE AS NOTED AT EACH ZONE.

RAINBIRD REMOTE CONTROL DRIP VALVE ASSEMBLY KIT RAINBIRD XCZ-LF-075. SEE PLAN

RAINBIRD 1806 SAM-PRS SERIES POP-UP SPRAY HEAD- R-VAN 24 SERIES
OPERATING PRESSURE- 45 PSI
RADIUS: 17'-24' NOZZLES: 15Q- .84 GPM, 15H- 1.68 GPM, 15F- 3.48 GPM

RAINBIRD 1806 SAM-PRS SERIES POP-UP SPRAY HEAD- R-VAN 14 SERIES
OPERATING PRESSURE- 45 PSI
RADIUS: 8'-14' NOZZLES: 15Q- .32 GPM, 15H- .63 GPM, 15F- 1.27GPM

MAINLINE PIPE FOR MAINFOLD- CLASS 200 PVC PIPE (1.5" DIA. UNLESS OTHERWISE NOTED)

LATERAL PIPE- CLASS 200 PVC PIPE (1" DIA. UNLESS OTHERWISE NOTED)

CLASS 200 PVC PIPE FOR SLEEVING
4" — PIPE SLEEVE SIZE (SEE PLAN)
2" — WIRE SLEEVE SIZE (SEE PLAN)

2 — LAST VALVE
14 — ZONE #
1" — GPM DISCHARGE
REMOTE CONTROL VALVE SIZE

DRIP IRRIGATION LATERAL PIPE
100/80 PSI POLYETHYLENE PIPE: 3/4" DIAMETER
BURY LATERAL 10" MINIMUM DEPTH

DRIP LINE TUBING: CENTENNIAL 3/4" or 1/2" DIAMETER (FOR REFERENCE ONLY NOT LENGTH)
USED IN PLANTING BEDS FOR SHRUBS AND TREES - ROUTE ACCORDINGLY TO PLANT MATERIAL

AGRIFIM 3/4" CAP MODEL CETC-34 OR 1" AS REQUIRED
(INSTALL IN 6" MIN. VALVE BOX)

IRRIGATION NOTE

INSTALL ALL IRRIGATION SUPPLY LINES MINIMUM 3' FROM CORE TRANSFORMERS

UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 6' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

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COLORADO SPRINGS, CO 80918
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Fax 719-268-1122

WALNUT GROVE
TOWN OF ELIZABETH, CO

PREPARED FOR:

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JOHN JAMES MACKAY 571 07/23/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

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JOB NUMBER 1139-23

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ORIGINAL DATE 8-5-24

DRAWN BY JM

DESCRIPTION IRRIGATION PLAN

SHEET NO. IR1.1

IRRIGATION NOTES

COORDINATE ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING ON SITE. ALL MATERIALS AND INSTALLATION PRACTICES SHALL BE IN COMPLIANCE WITH LOCAL CODES. CALL 811 FOR UTILITY LOCATES.

CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL IRRIGATION COMPONENTS SHOWN ON THE PLAN. ANY DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT. DEVIATIONS FROM THE APPROVED PLAN SHALL REQUIRE LANDSCAPE ARCHITECT APPROVAL.

THE IRRIGATION SYSTEM IS TO RUN OFF 3/4" METERED TAP AT THE LOCATION INDICATED FROM THE BUILDING DOMESTIC SUPPLY AS SHOWN. COORDINATE WITH OWNER'S REPRESENTATIVE AND OTHER TRADES TO GET WATER AT LOCATION SHOWN. COORDINATE WITH CITY WATER TO INSURE PROPER METER INSTALLATION.

THE SYSTEM CONTROLLERS SHALL BE LOCATED AS SHOWN. COORDINATE LOCATION OF CONTROLLER AND RAIN SENSOR WITH OWNER. CONNECT CONTROLLER TO POWER SUPPLY AND COORDINATED WITH OWNER. CONNECT CONTROLLER TO ZONE VALVES, RAIN SENSOR, AND GROUNDING PER MANUFACTURE'S INSTRUCTIONS.

CONTRACTOR IS RESPONSIBLE FOR ALL IRRIGATION SLEEVING. SLEEVING FOR LATERAL LINES TO BE 12" BELOW TOP OF GRADE AND/OR BELOW THE BOTTOM OF PAVING. MAINLINE SLEEVING TO BE 18" BELOW TOP OF GRADE AND/OR BELOW THE BOTTOM OF PAVING. ALL SLEEVING TO EXTEND 3" BEYOND EDGE OF CONCRETE OR ASPHALT. ENDS OF SLEEVING TO BE SECURELY COVERED AFTER INSTALLATION. SLEEVE LOCATIONS TO BE CLEARLY MARKED WITH PAINTED STAKES OR PVC. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SLEEVING LOCATIONS PRIOR TO CONSTRUCTION AND INSTALL ANY MISSING SLEEVE IF NECESSARY.

ALL SPRINKLER HEADS SHALL INSTALLED WITH TOP OF HEADS FLUSH WITH SURROUNDING FINAL GRADE. CONTRACTOR SHALL ADJUST EACH SPRINKLER HEAD TO PROVIDE OPTIMAL COVERAGE. OVERSPRAY ONTO PAVEMENT OR WALLS IS TO BE PREVENTED. CONTRACTOR TO ADJUST AND SELECT NOZZLES TO PROVIDE UNIFORM COVERAGE. PROVIDE PRESSURE COMPENSATING NOZZLES OR SCREENS IF UNIFORM PRESSURE CANNOT BE ACHIEVED BY ADJUSTING PRESSURE AT VALVES.

IRRIGATION PLAN IS DIAGRAMMATIC. ANY COMPONENTS SHOWN ON PLAN OUTSIDE OF LANDSCAPE ARE SHOWN FOR CLARITY ONLY. USE ONLY STANDARD FITTINGS. MAINLINE PIPING DEPTH TO BE 18". LATERAL LINE DEPTH TO BE 12". DRIP LINE TO BE SECURED AT FINAL SOIL GRADE.

CONTRACTOR IS TO INSTALL IRRIGATION WIRE BETWEEN CONTROLLER AND ELECTRIC VALVES. INSTALL TWO EXTRA WIRES RUNNING FROM CONTROLLER ALONG MAINLINE IN EACH DIRECTION FROM THE CONTROLLER FOR TROUBLE SHOOTING OR FUTURE ADDITIONS. WIRE SHALL BE SOLID COPPER #14 PE IRRIGATION CONTROL WIRE. CONNECTIONS SHALL BE MADE WITHIN ENCLOSURES ONLY USING 3M BRAND DBY AND DBR CONNECTORS. NO BURIED SPLICES PERMITTED.

NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN PLAN DRAWINGS AND FIELD CONDITIONS PRIOR TO INSTALLATION OF ANY IRRIGATION COMPONENTS.

HIGHER GROUND DESIGNS, INC. (HGD) PREPARED THIS PLAN BASED ON EXISTING CONDITIONS AND SITE PLAN BY OTHERS. HDG DOES NOT RECOMMEND SPRAY/ROTOR OPERATION OR ROTOR/SPRAY OVER SPRAY WITHIN 5' OF ANY BUILDING. HGD ASSUMES NO LIABILITY FOR ANY WATER DAMAGE ON THIS SITE.

ALL DRIP POLYETHYLENE LATERALS AND DRIP TUBING FITTINGS SHALL BE RIBBED PLASTIC WITH OETIKER BRAND CLAMPS. THE END OF EACH DRIP LINE TO RECEIVE A DRIP FLUSH CAP PER DETAIL.

INSTALL VALVE BOXES IN PLANTER AND ROCK AREAS WHEN POSSIBLE. DO NOT SET VALVE BOXES IN TURF OR SEEDED AREAS UNLESS UNAVOIDABLE.

IRRIGATION SYSTEM MATERIALS

- PRESSURE SUPPLY LINE (FROM POINT OF CONNECTION THROUGH BACKFLOW PREVENTION UNIT) - TYPE "K" RIGID COPPER. PRESSURE SUPPLY LINES (DOWNSTREAM OF BACKFLOW PREVENTION UNITS) - CLASS 200 PVC SOLVENT WELD (1" - 2 1/2") SOLVENT WELD PIPE - MANUFACTURED FROM VIRGIN POLYVINYL CHLORIDE (PVC) COMPOUND IN ACCORDANCE WITH ASTM D2241 AND ASTM D1784; CELL CLASSIFICATION 12454-B, TYPE 1, GRADE 1. FITTINGS - STANDARD WRIGHT, SCHEDULE 40, INJECTION MOLDED PVC; COMPLYING WITH ASTM D1784 AND D2466, CELL CLASSIFICATION 12454-B
- THREADS - INJECTION MOLDED TYPE (WHERE REQUIRED).
- TEES AND ELLS - SIDE GATED. THREADED NIPPLES - ASTM D2464, SCHEDULE 80 WITH MOLDED THREADS
- ALL PVC MALE THREADED FITTINGS AND NIPPLES, EXCLUDING MARLEX FITTINGS, SHALL RECEIVE WRAPPING OF TEFLON TAPE
- JOINT CEMENT AND PRIMER - TYPE AS RECOMMENDED BY MANUFACTURER OF PIPE AND FITTINGS.
- FLEXIBLE PLASTIC PIPE - MANUFACTURED FROM VIRGIN POLYETHYLENE IN ACCORDANCE WITH ASTM D2239, WITH A HYDROSTATIC DESIGN STRESS OF 630 PSI AND DESIGNATED AS PE 2306. FITTINGS - INSERT TYPE MANUFACTURED IN ACCORDANCE WITH ASTM D2609; PVC TYPE 1 CELLCLASSIFICATION 12454-B.

IRRIGATION SYSTEM INSTALLATION

- BACKFILLING - DO NOT BEGIN BACKFILLING OPERATIONS UNTIL REQUIRED SYSTEM TESTS HAVE BEEN COMPLETED. BACKFILL SHALL NOT BE DONE IN FREEZING WEATHER EXCEPT WITH REVIEW BY CONSULTANT. TRENCHES SHALL BE FINISH GRADED PRIOR TO WALK-THROUGH OF SYSTEM BY OWNER/CONSULTANT.
- EXCAVATED MATERIAL IS GENERALLY CONSIDERED SATISFACTORY FOR BACKFILL PURPOSES. BACKFILL MATERIAL SHALL BE FREE OF RUBBISH, VEGETABLE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN 1 INCH IN MAXIMUM DIMENSION. DO NOT MIX SUBSOIL WITH TOPSOIL. MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE HAULED AWAY. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUITABLE BACKFILL IF EXCAVATED MATERIAL IS UNACCEPTABLE OR NOT SUFFICIENT TO MEET BACKFILL, COMPACTION, AND FINAL GRADE REQUIREMENTS.
- DO NOT LEAVE TRENCHES OPEN FOR A PERIOD OF MORE THAN 48 HOURS. OPEN EXCAVATIONS SHALL BE PROTECTED IN ACCORDANCE WITH OSHA REGULATIONS. COMPACT BACKFILL TO 90% MAXIMUM DENSITY, DETERMINED IN ACCORDANCE WITH ASTM D155-7. MECHANICAL TAMPING IS PROHIBITED WITHIN 20'-0" OF BUILDING OR FOUNDATION WALLS.

EXECUTION

- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY SOIL RETENTION COVERING THAT WOULD INTERFERE WITH THE PROPER INSTALLATION OF THE IRRIGATION SYSTEM.
- CONTRACTOR WILL BE HELD RESPONSIBLE FOR COORDINATION BETWEEN LANDSCAPE AND IRRIGATION SYSTEM INSTALLATION. LANDSCAPE MATERIAL LOCATIONS SHOWN ON THE LANDSCAPE PLAN SHALL TAKE PRECEDENCE OVER THE IRRIGATION SYSTEM EQUIPMENT LOCATIONS. IF IRRIGATION EQUIPMENT IS INSTALLED IN CONFLICT WITH THE LANDSCAPE MATERIAL LOCATIONS SHOWN ON THE LANDSCAPE PLAN, THE CONTRACTOR WILL BE REQUIRED TO RELOCATE THE IRRIGATION EQUIPMENT, AS NECESSARY, AT CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE TO NOTIFY CONSULTANT OF ANY FIELD CONDITIONS THAT VARY FROM THE CONDITIONS SHOWN ON THE IRRIGATION CONSTRUCTION DOCUMENTS. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT OF THESE CONDITIONS, CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SYSTEM ADJUSTMENTS REQUIRED DUE TO THE CHANGE IN FIELD CONDITIONS.
- STATIC PRESSURE VERIFICATION - CONTRACTOR SHALL FIELD VERIFY THE STATIC PRESSURE AT THE PROJECT SITE, PRIOR TO COMMENCING WORK OR ORDERING IRRIGATION MATERIALS. IF CONTRACTOR FAILS TO VERIFY STATIC WATER PRESSURE PRIOR TO COMMENCING WORK OR ORDERING IRRIGATION MATERIALS, CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL COSTS REQUIRED TO MAKE SYSTEM OPERATIONAL AND THE COSTS REQUIRED TO REPLACE ANY DAMAGED LANDSCAPE MATERIAL. DAMAGE SHALL INCLUDE ALL REQUIRED MATERIAL COSTS, DESIGN COSTS AND PLANT REPLACEMENT COSTS.
- INSPECTION: - EXAMINE AREAS AND CONDITIONS UNDER WHICH WORK OF THIS SECTION IS TO BE PERFORMED. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

GENERAL SITE NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR ALL APPLICABLE AGENCIES.
3. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN CITY OF COLORADO SPRINGS STANDARDS AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE APPROPRIATE GOVERNING AGENCIES.
4. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED CONSTRUCTION DOCUMENTS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON-SITE AT ALL TIMES.
5. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS TRACKED FROM THE SITE.
7. CONTRACTOR RESPONSIBLE FOR COORDINATING AND INSTALLING ALL SLEEVING REQUIRED FOR IRRIGATION CONSTRUCTION. COORDINATE WITH GENERAL CONTRACTOR.

DRIP SYSTEM NOTE

ALL PLANT MATERIAL SHALL RECEIVE DRIP LINE TUBING WITH EMITTERS PER DETAILS AND NOTES. FOR SYSTEM FLUSHING INSTALL FLUSH CAP AND THE END OF EACH ZONED DRIP LINE RUN AT LOWEST POINT OF LANDSCAPE AREA. INSTALL SLEEVES UNDER ALL PAVING AS REQUIRED FOR DRIP LINE. REFER TO LEGEND.

IRRIGATION SCHEDULE NOTES

THE SCHEDULING TIMES ARE BASED ON AN ET RATE .19 AND AN IRRIGATION EFFICIENCY OF 85%. TIMES SHALL BE ADJUSTED ACCORDINGLY FOR SEASONAL CHANGES. RAIN SENSOR SHALL BE SET FOR AUTOMATIC SHUT OFF AT 1/2" RAINFALL.

THE RUN TIMES ARE MINUTES PER DAY. EACH VEGETATION TYPE HAS A DIFFERENT WEEKLY WATER REQUIREMENT THAT SHOULD BE FULFILLED BY A DIFFERENT NUMBER OF SCHEDULED RUN TIMES.

NEWLY PLANTED TURF AREAS SHOULD BE IRRIGATED ON A DAILY BASIS THE FIRST GROWING SEASON. DURING THE SECOND SEASON, TURF AREAS SHOULD BE IRRIGATED EVERY OTHER DAY. ESTABLISHED BLUE GRASS TURF AREAS SHOULD BE IRRIGATED EVERY OTHER DAY. ESTABLISHED FESCUE GRASS AND NATIVE GRASS TURF AREAS SHOULD BE IRRIGATED EVERY THIRD DAY.

NEW LANDSCAPE PLANTS SHALL BE IRRIGATED EVERY OTHER DAY FOR THE FIRST GROWING SEASON. DURING ALL SUBSEQUENT SEASONS LANDSCAPE PLANTS SHALL BE IRRIGATED EVERY THIRD DAY.

THE RUN TIMES ARE INTENDED FOR SUMMER WATERING APPLICATIONS. RUN TIMES SHALL BE ADJUSTED FOR SEASONAL REQUIREMENTS. SPRING RUN TIMES SHALL BE SET AT 85% OF SUMMER RUN TIMES. FALL RUN TIMES SHALL BE SET AT 80% OF SUMMER RUN TIMES.

AN ESTABLISHMENT PERMIT AND POSSIBLY AN ALLOCATION PLAN SHALL BE REQUIRED FROM COLORADO SPRINGS UTILITIES.

IRRIGATION SCHEDULE

ZONE	TYPE	FLOW	PRECIP RATE	RUN TIME	CYCLE	NOTES
		GPM	INCHES/HOUR	MINUTES	GALLONS	
2	ROTATOR	4.5	.70	15	68	SOD
3	DRIP	3-7(5)	--	60	300	PLANTING
4	DRIP	3-7(5)	--	60	300	PLANTING
5	DRIP	3-7(5)	--	60	300	PLANTING
6	DRIP	3-7(5)	--	60	300	PLANTING
7	DRIP	3-7(5)	--	60	300	PLANTING
8	DRIP	3-7(5)	--	60	300	PLANTING

TOTAL RUN TIME: 6.25 HOURS RUN TIME

NOTE: REQUIRED PRESSURE IS AT POINT OF CONNECTION

A PUMP MAY BE REQUIRED DUE TO CITY PRESSURE RESTRICTIONS AT THE POINT OF CONNECTION. VERIFY PRESSURE AT METER PRIOR TO START OF WORK.

Know what's below. Call before you dig.

UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 6' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

DOCUMENT NOTE

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HIGHER GROUND DESIGNS, INC.
LANDSCAPE ARCHITECTURE, PLANNING & IRRIGATION DESIGN

5350 NORTH ACADEMY BLVD., STE. 207
COLORADO SPRINGS, CO 80918
Phone 719-477-1646
Fax 719-268-1122

WALNUT GROVE
TOWN OF ELIZABETH, CO

THESE DRAWINGS ARE THE PROPERTY OF HIGHER GROUND DESIGNS, INC. AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN AUTHORIZATION BY HIGHER GROUND DESIGNS, INC.

PREPARED FOR:

JOHN JAMES MACKAY
571
07/23/2008
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

JOB NUMBER 1139-23

REVISIONS

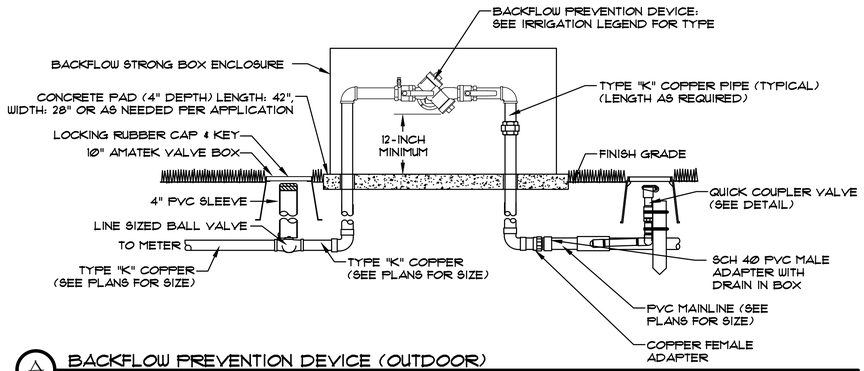
9-3-24	PER REVISIONS
2-20-25	PER REVISIONS
3-11-25	PER REVISIONS
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

ORIGINAL DATE 8-5-24

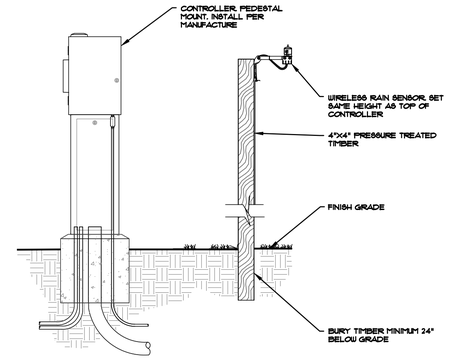
DRAWN BY JM

DESCRIPTION
IRRIGATION NOTES

SHEET NO.
IR1.2

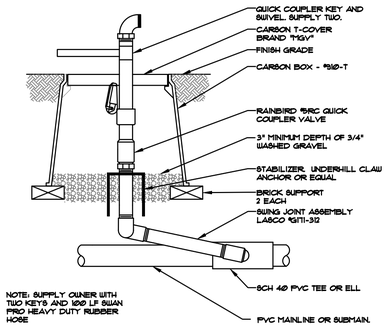


A BACKFLOW PREVENTION DEVICE (OUTDOOR)
NOT TO SCALE
DETAIL IS DIAGRAMMATIC - INSTALL PER LOCAL CODE



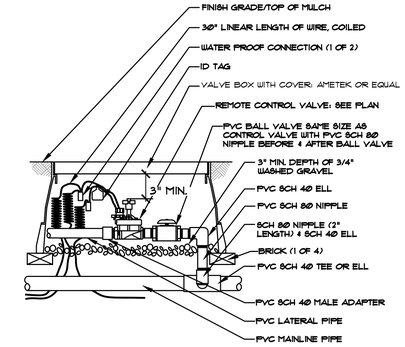
NOTES:
MINIMUM CONCRETE BASE REQUIREMENTS: CONTRACTOR SHALL VERIFY NUMBER & SIZE OF CONDUITS & GROUND RODS REQUIRED FOR EACH ENCLOSURE. USE MOUNTING TEMPLATE TO LOCATE "J" BOLT FASTENERS.

B CONTROLLER PEDESTAL & RAIN SENSOR
NOT TO SCALE

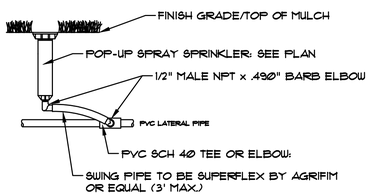


NOTE: SUPPLY OWNER WITH TWO KEYS AND 100 LF SWAN PRO HEAVY DUTY RUBBER HOSE

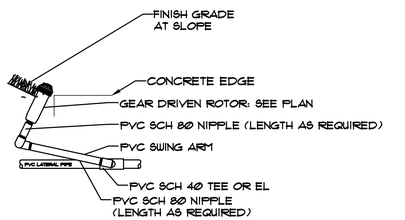
C QUICK COUPLER ASSEMBLY DETAIL
NOT TO SCALE



D ELECTRIC ZONE CONTROL VALVE
NOT TO SCALE

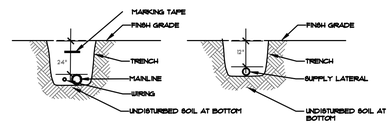


E POP-UP SPRAY SPRINKLER HEAD
NOT TO SCALE



NOTES: • A SWING PIPE MAY BE USED WITH FLOWS LESS THAN 4 GPM.

F HEAD DETAIL - SLOPE
NOT TO SCALE



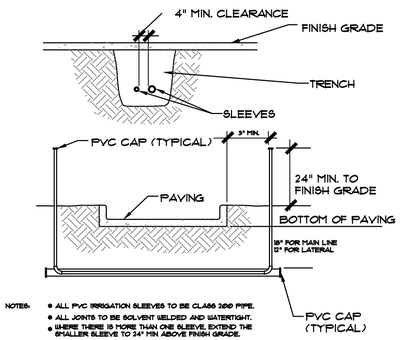
NOTE:
INSTALL PIPING NO LESS THAN 12" LATERAL HORIZONTAL CLEARANCE AND 6" VERTICAL CLEARANCE.

USE CRISSEY WATER LINE MARKING TAPE WITH LABEL "BURIED WATER PIPE. INSTALL ALONG TRENCH AT CENTER OF PIPING, 8" DEPTH, AND EXPOSE END AT ALL EQUIPMENT.

IN ROCKY SOIL ENVIRONMENTS INSTALL 3"-6" SAND BED

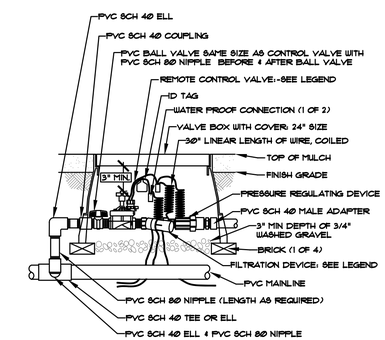
EVALUATE EXISTING SOIL FOR BACKFILL. IF SOIL IS UNSUITABLE REMOVE AND REPLACE WITH SUITABLE SOIL FOR PROPER COMPACTION.

G LATERAL PIPE TRENCHING DETAIL
NOT TO SCALE



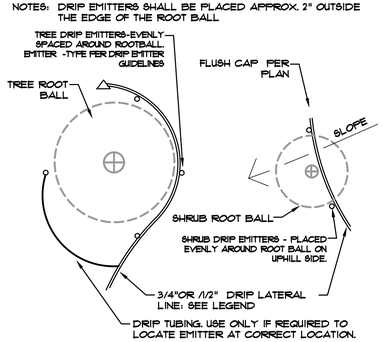
NOTES:
- ALL PVC IRRIGATION SLEEVES TO BE CLASS 200 PIPE.
- ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
- WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24" MIN ABOVE FINISH GRADE.
- COMPACT BACKFILL SOIL TO 95%

H SLEEVING DETAIL
NOT TO SCALE

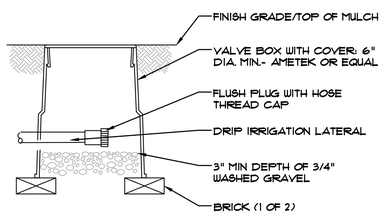


K DRIP IRRIGATION ZONE CONTROL VALVE
NOT TO SCALE

NOTES: DRIP EMITTERS SHALL BE PLACED APPROX. 2" OUTSIDE THE EDGE OF THE ROOT BALL



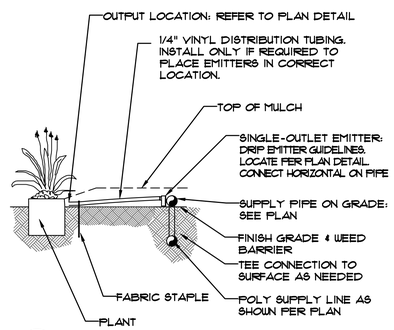
L DRIP EMITTER PLACEMENT
NOT TO SCALE SEE GUIDLINES FOR EMITTER QUANTITY



NOTES:• DRIP FLUSH CAP AND BOX SHALL BE INSTALLED AT THE END OF EACH DRIP SUPPLY LINE AT ENDS.

M DRIP FLUSH CAP
NOT TO SCALE

DRIP PIPING IS TO BE STAKED TO GROUND SURFACE EVERY 4-6'. MULCH IS TO BE INSTALLED TO COVER ALL PIPING AND TUBING. RECOMMEND PIPE INSTALLED OVER WEED BARRIER.



N TYPICAL EMITTER ASSEMBLY
NOT TO SCALE

DRIP EMITTER GUIDELINES

PLANT MATERIAL	EMITTER QUANTITY	OUTPUT (GPH)
1 GAL. PERENNIAL (COLOR)	1 EACH - .5 GPH	.5
1 GAL. ORNAMENTAL GRASS	2 EACH - .5 GPH	1
5 GAL. ORNAMENTAL GRASS	2 EACH - 1 GPH	2
5 GAL. EVERGREEN SHRUB	2 EACH - 1 GPH	2
5 GAL. DECIDUOUS SHRUB	2 EACH - 1 GPH	2
HIGH WATER DECIDUOUS SHRUB	2 EACH - 2 GPH	4
6' B&B EVERGREEN TREE	4 EACH - 1 GPH	4
HIGH WATER EVERGREEN TREE	4 EACH - 2 GPH	8
1 1/2" CAL. DECIDUOUS TREE	4 EACH - 1 GPH	4
HIGH WATER DECIDUOUS TREE	4 EACH - 2 GPH	8

DRIP EMITTERS

DRIP EMITTERS FOR TREES, SHRUBS, ORNAMENTAL GRASSES AND PERENNIALS SHALL BE INSTALLED PER DETAILS ON THIS SHEET. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING EMITTER QUANTITY SO THAT EACH PLANT TYPE RECEIVES THE CORRECT WATER REQUIREMENT BASED ON ZONE RUN TIME AND PLANT WATER REQUIREMENTS. SEE DRIP EMITTER GUIDELINES. EXCEPT FOR PERENNIALS ALL SHRUBS SHALL RECEIVE TWO EMITTERS, AND TREES SHALL RECEIVE MINIMUM FOUR EMITTERS.

811 Know what's below. Call before you dig.

UTILITIES NOTE

VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. CALL 811 FOR UTILITY LOCATES. TREE TRUNK PLACEMENT SHALL BE 8' MINIMUM DISTANCE FROM ANY GAS OR ELECTRIC AND 10' FROM GAS MAINS RATED AT 150PSI. FOR SANITARY SEWER AND WATER MAINLINES TREES SHALL NOT BE LOCATED WITHIN EASEMENTS AND WITHIN 15' OF ANY MAINLINE. ANY CONFLICT BETWEEN TREE LOCATIONS AND UTILITIES SHOWN ON PLANS SHALL BE RESOLVED WITH GENERAL CONTRACTOR PRIOR TO PLANTING. ALL ELECTRICAL VAULTS AND TRANSFORMERS SHALL BE KEPT CLEAR FROM PLANT MATERIAL PER COLORADO SPRINGS UTILITIES GUIDELINES "LANDSCAPING AROUND ELECTRICAL EQUIPMENT". SEE COLORADO SPRINGS UTILITIES CONSTRUCTION STANDARD DRAWINGS 18-302 FOR SPECIFIC CLEARANCE REQUIREMENTS. ALL SHRUBS TO BE LOCATED 3' CLEAR OF ALL FIRE HYDRANTS AT MATURE SIZE.

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WALNUT GROVE
TOWN OF ELIZABETH, CO

PREPARED FOR:

JOHN JAMES MACKAY 571 07/23/2008 Original Date of Licensure STATE OF COLORADO LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

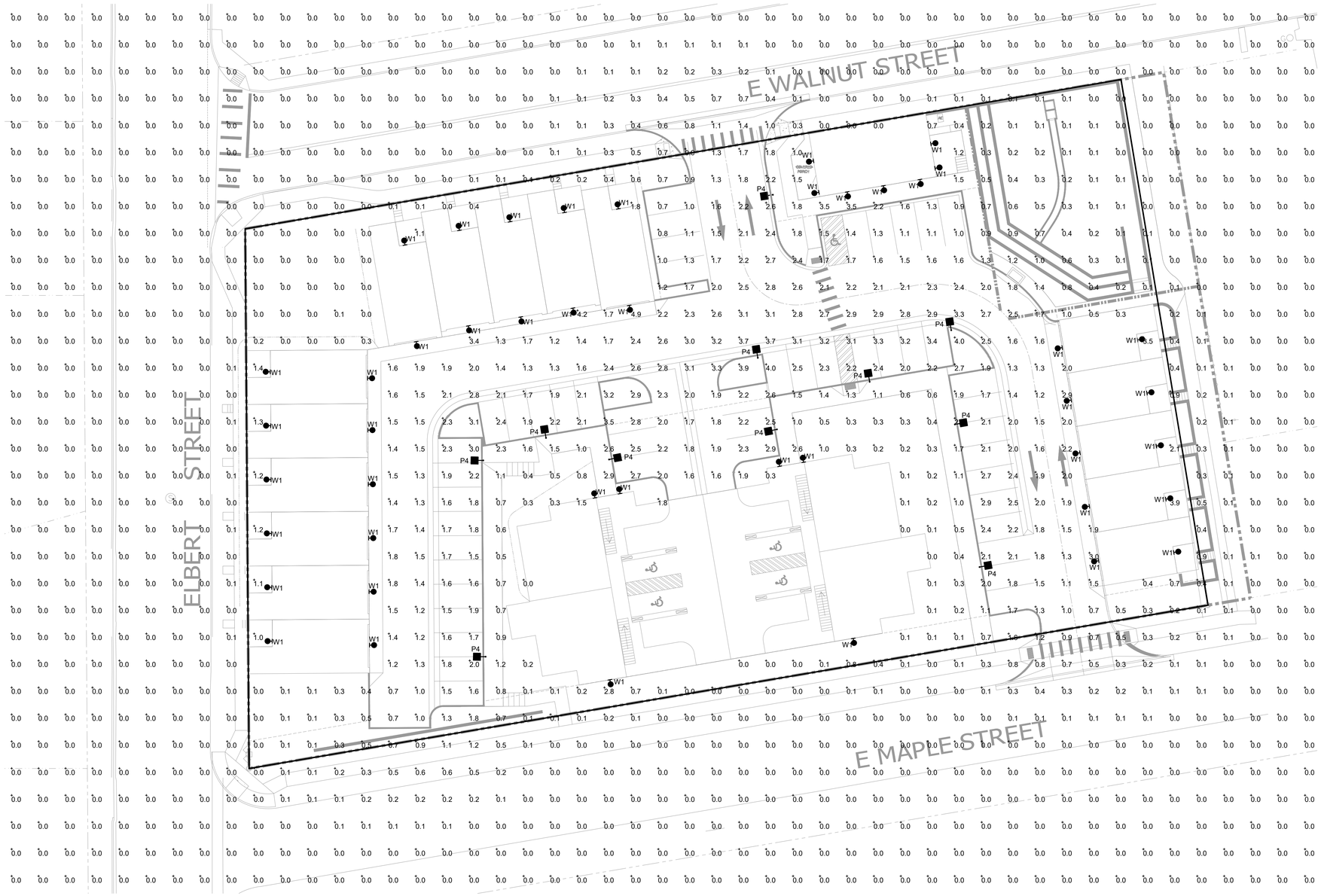
JOB NUMBER 1139-23

REVISIONS

9-3-24	PER REVISIONS
2-20-25	PER REVISIONS
3-11-25	PER REVISIONS
6-5-25	PER COMMENTS
8-18-25	PER COMMENTS

ORIGINAL DATE 8-5-24
DRAWN BY JM
DESCRIPTION IRRIGATION DETAILS
SHEET NO. IR1.3

SITE LIGHTING PHOTOMETRIC PLAN
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

NORTH

KAZIN & ASSOCIATES
CONSULTING ELECTRICAL ENGINEERS
9364 TEDDY LANE, SUITE 101
LONE TREE, CO 80124
(720) 489-1609
PROJECT #: 24102

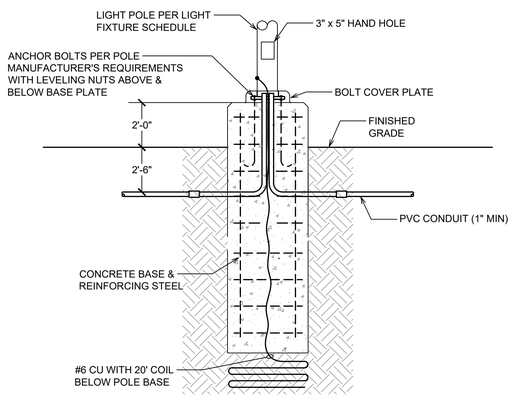
© 2020

ENTITLEMENT SET FOR:
ELIZABETH 44, LLC

SITE LIGHTING PHOTOMETRIC PLAN
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#19-I01	
DATE:	V1.0 08-16-19
	V2.0 09-15-20
	V3.0 07-12-21
	V4.0 08-15-24

SITE LIGHTING PHOTOMETRIC PLAN
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



BACKFILL, CONCRETE, REINFORCING STEEL, AND ANCHOR BOLTS ARE SHOWN FOR REFERENCE ONLY. STRUCTURAL ENGINEER TO PROVIDE STRUCTURAL DESIGN FOR POLE BASE.

1 POLE BASE DETAIL
NOT TO SCALE

McGraw-Edison

DESCRIPTION

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated and UL/cUL Listed for wet locations.

Catalog #		Type	
Project			
Comments		Date	
Prepared by			

SPECIFICATION FEATURES

Construction
Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested and rated. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

Optics
Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 3000K, 5000K and 6000K CCT.

Electrical
LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

Mounting
STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during mounting. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table. Round pole adapter included. For wall mounting, specify wall mount bracket option. QUICK MOUNT ARM: Adapter is bolted directly to the pole. Quick mount arm slide into place on the adapter and is secured via two screws, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

Finish
Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard housing colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available.

Warranty
Five-year warranty.

GLEON
GALLEON LED

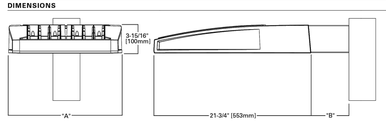
1-10 Light Squares
Solid State LED

AREA/SITE LUMINAIRE

LumenSafe Technology CLICK HERE

WaveLinx

DIMENSIONS



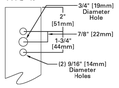
DIMENSION DATA

Number of Light Squares	'A' Width	'B' Standard Arm Length	'B' Optional Arm Length [1]	Weight with Arm (lbs.)	EPA with Arm [2] (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	33 (15.0 kgs.)	0.96
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	63 (28.6 kgs.)	1.12

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. **2.** EPA calculated with optional arm length.

DRILLING PATTERN

TYPE "N"



CERTIFICATION DATA
3G Vibration Rated
DesignLights Consortium® Qualified*
IP66 Rated
ISO 9001
LM79 / LM80 Compliant
UL/cUL Wet Location Listed

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120V-277V 50/60Hz
347V, 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature
50°C Max. Temperature (HA Option)

EATON *Powering Business Worldwide*

*www.designlights.org

TD500020EN
July 23, 2019 2:40 PM

2 FIXTURE TYPE "P4"

FC LIGHTING

Date:	Approved:
Type:	
Fixture:	
Project:	

FCC4304
4" Round Wall or Pendant Mounted
Die-Cast Aluminum Cylinder.

ORDERING

SERIES	VOLTAGE	SOURCE/TEMPERATURE	LED LUMENS	FINISH	LED OPTICS	ACCESSORIES
FCC4304	120V	LED 3K	600 Lumens (8W)	BK Black	SP Spot	LD LED Dimming (0-10V)
FCC4304P	277V	4K	1000 Lumens (12W)	BZ Bronze	NFL Narrow Flood	BBU Battery Backup, Remote
		35K		SL Silver	FL Flood	D CFL Dimming (0-10v)
		PL 13T		WH White	WFL Wide Flood	CPLX Custom Pendant Length (X= Inches)
		INC 75W PAR30		CC Custom Color		

SPECIFICATION

MOUNTING
- Mounts directly to junction box. Pendant (18" length standard) with swivel canopy.
- Custom pendant lengths available.

CONSTRUCTION
- Marine grade, corrosion resistant, heavy walled, high pressure die-cast aluminum with die-cast back mounting plate.
- Lens is clear, tempered glass.
- Silicone continuous gasket to seal out contaminants.

LED
- Lumens stated are the minimum delivered out of the luminaire. LED lifetime is greater than or equal to 70,000 hours with the lumen depreciation greater than L70. All of our luminaires are LM-80 tested and are > CRI80, with a 4-step MacAdam Ellipse color consistency. Integral power supply standard. Input voltage 120V or 277V standard. Consult factory for non-white static LED colors; Red, Green, Blue or Amber.

FINISH
- Six stage chemical pre-treatment process that includes iron phosphate, to prepare the substrate for a UV stable, super durable standard polyester powder coat.
- Optional e-coat process is added to the standard finish including zinc phosphate for a 5 year limited warranty.

ELECTRICAL
- **Socket** PL: Four pin plug-in type compact fluorescent lamp holder *(lamp by others)*.

LISTING
- UL & cUL/ETL, U.S. and CA listed for damp locations. IP65 Rating.

FC Lighting, Inc. reserves the right to change lab test details or specifications without notice. Product use certifies agreement to FC Lighting's terms and conditions.

© 2018. **FC Lighting, Inc.** 3609 Swenson Ave., St. Charles, IL 60174 p. **800-900-1730** f. **630-889-8106** www.**fclighting**.com RF Rev. **0118**

3 FIXTURE TYPE "W1"

LIGHTING FIXTURE SCHEDULE

KAZIN & ASSOCIATES, INC

DESCRIPTION OF LUMINAIRE				BASIS OF DESIGN				
ID	DESCRIPTION	FINISH	MOUNTING INFORMATION	MANUFACTURER	MODEL NUMER OR SERIES	DESIGN LOAD (VA)	LUMENS	VOLTAGE
P4	LED POLE MOUNTED AREA LIGHITNG, TYPE IV DISTRIBUTION, FULL CUTOFF	BLACK	18' POLE ON 2' BASE	MCGRAW EDISON OR EQUAL	HEAD: GLEON-AF-01-LED-E1-SL4 POLE: 18' SSS POLE	59.0	6,058	120
W1	LED WALL MOUNTED AREA LIGHT, WIDE FLOOD, FULL CUTOFF	BLACK	WALL @ 7' AFF	FC LIGHTING OR EQUAL	FCC4304-120V-3K-600-BK-WFL	8.0	600	120

GENERAL LIGHTING NOTES

1	FIXTURE SPECIFICATIONS REPRESENT THE ENGINEER'S UNDERSTANDING OF THE REQUIRED FIXTURES. FIXTURE SPECIFICATIONS SHALL BE REVIEWED AND APPROVED IN WRITING BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO ORDERING FIXTURES. NOTIFY ELECTRICAL ENGINEER OF ANY FIXTURE CHANGES PRIOR TO PURCHASING FIXTURES.
2	PROVIDED HANGERS, ADAPTERS, INSTALLATION KITS, PARTS AND PIECES TO INSTALL THE SPECIFIED FIXTURE IN THE LOCATIONS SHOWN ON THE PLAN.
3	PROVIDE COMPLETE LUMINAIRES INCLUDING LAMP(S) AND ALL SOCKETS, BALLASTS, DRIVERS, REFLECTORS, LENSES, HOUSINGS AND OTHER COMPONENTS REQUIRED TO POSITION, ENERGIZE AND PROTECT THE LAMP AND DISTRIBUTE THE LIGHT.
4	UNLESS SPECIFICALLY INDICATED TO BE EXCLUDED, PROVIDE ALL REQUIRED CONDUIT, BOXES, WIRING, CONNECTORS, HARDWARE, SUPPORTS, TRIMS, ACCESSORIES, ETC. AS NECESSARY FOR A COMPLETE OPERATING SYSTEM.

SITE ILLUMINATION SUMMARY:
AVERAGE: 1.3FC
MAXIMUM: 4.9FC
MAXIMUM/AVERAGE: 3.8

KAZIN & ASSOCIATES
CONSULTING ELECTRICAL ENGINEERS
9364 TEDDY LANE, SUITE 101
LONE TREE, CO 80124
(720) 489-1609

PROJECT #: 24102
© 2020

ENTITLEMENT SET FOR:
ELIZABETH 44, LLC

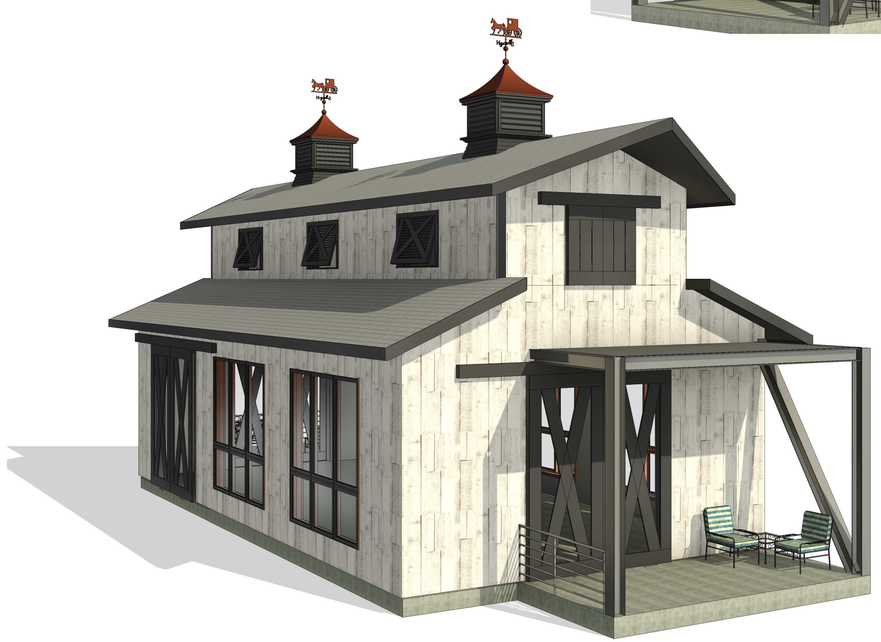
SITE LIGHTING PHOTOMETRIC PLAN
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#19-I01	
DATE:	V1.0 08-16-19
	V2.0 09-15-20
	V3.0 07-12-21
	V4.0 08-15-24

COMMUNITY BUILDING
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



SW 6991
Black Magic
Interior / Exterior
Locator Number: 251-C3

TRIM-FASCIA

ELDORADO STONE VINTAGE RANCH 'DOVERWOOD'
SIDING VERTICAL

ELDORADO STONE BLUFFSTONE 'COOS BAY'
BBQ PIT

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

COMMUNITY BLD'G MATERIALS

WALNUT GROVE - COMMUNITY BUILDING

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

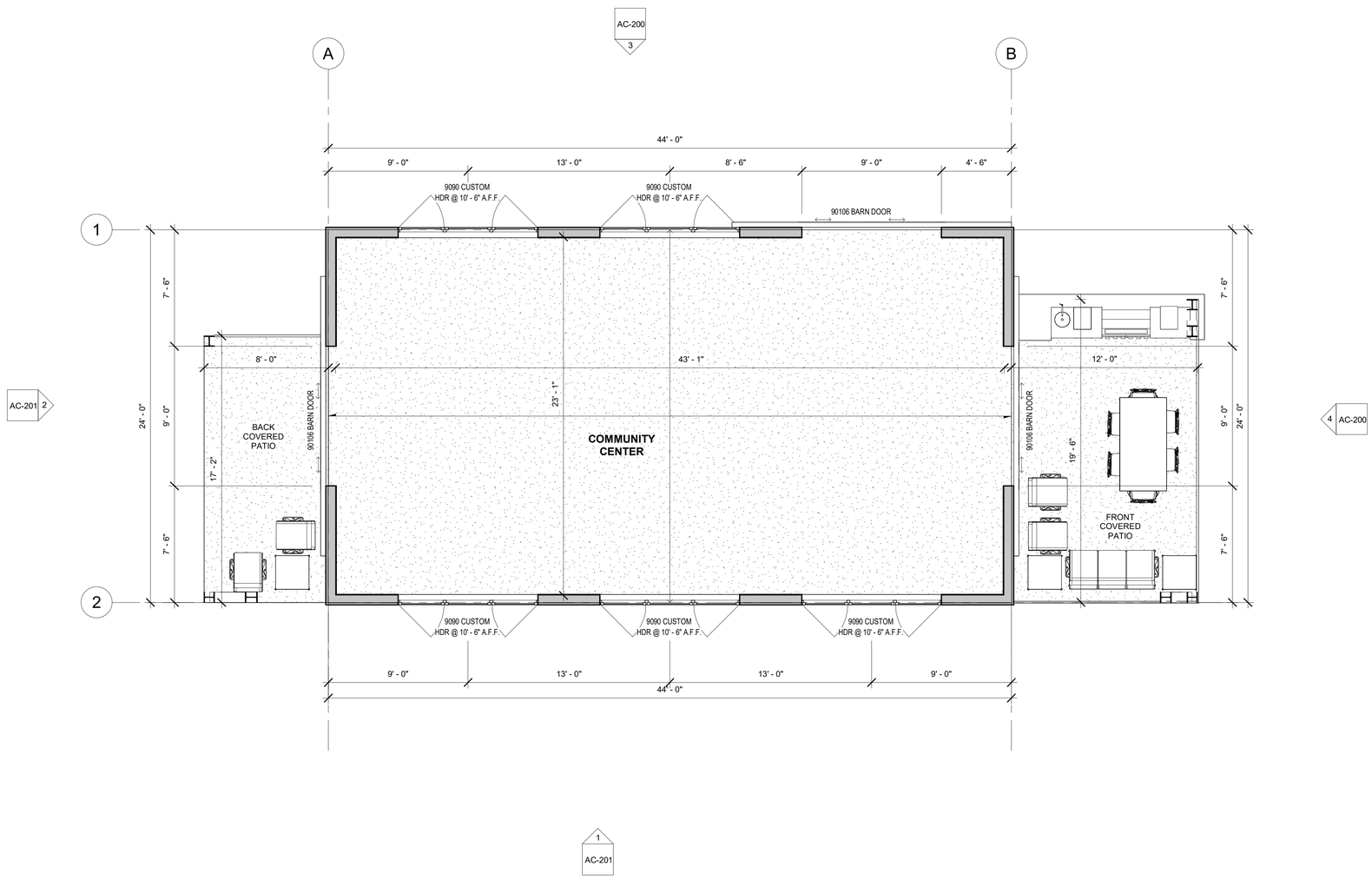
	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AC-001

COMMUNITY BUILDING
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 MAIN FLOOR

1/4" = 1'-0"

SANDELLA DESIGN

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& ENVIROMENTAL
ENGINEERING
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96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

MAIN FLOOR PLAN

WALNUT GROVE - COMMUNITY BUILDING

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX

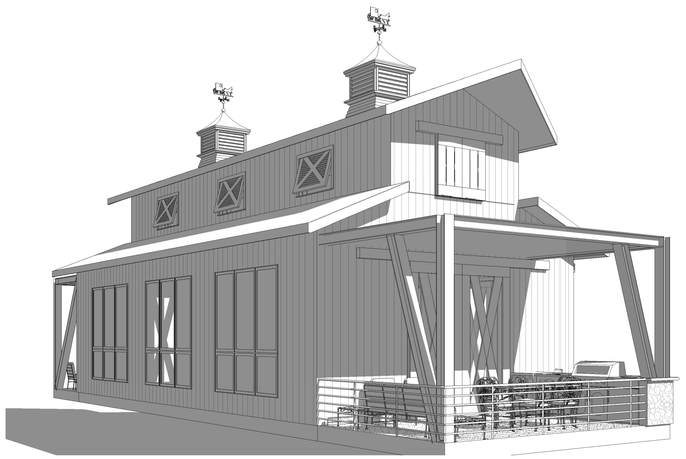
DATE: V1.0 09-09-24
V2.0 06-16-25

AC-100

COMMUNITY BUILDING
FOR
WALNUT GROVE

+/- 1.568 ACRES

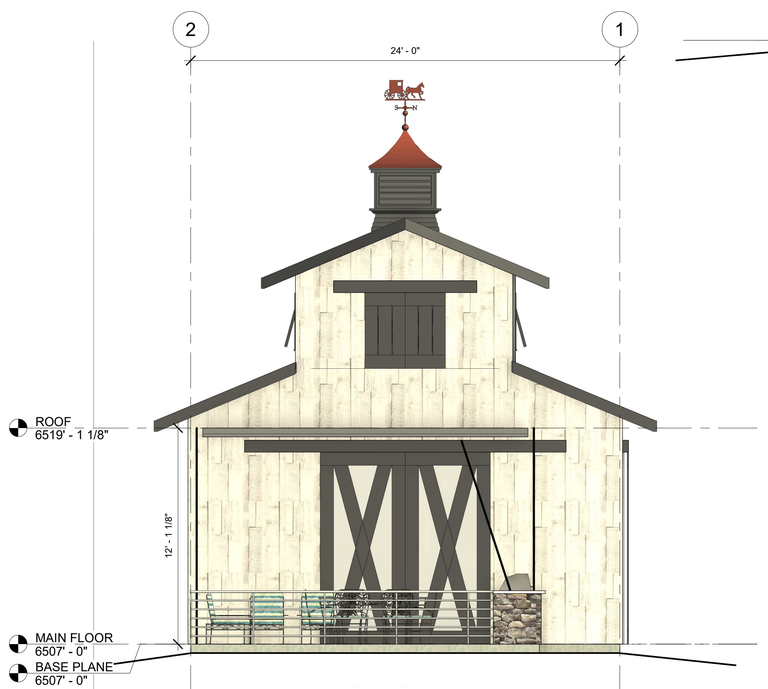
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 3D View 1

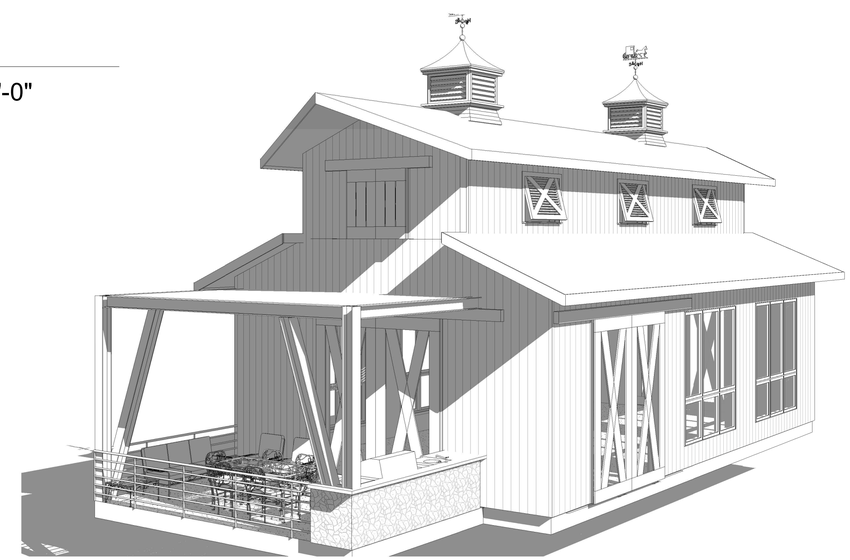
3 NORTH

1/4" = 1'-0"



4 EAST

1/4" = 1'-0"



2 3D View 2

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

COMMUNITY BLDG ELEV.

WALNUT GROVE - COMMUNITY BUILDING

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

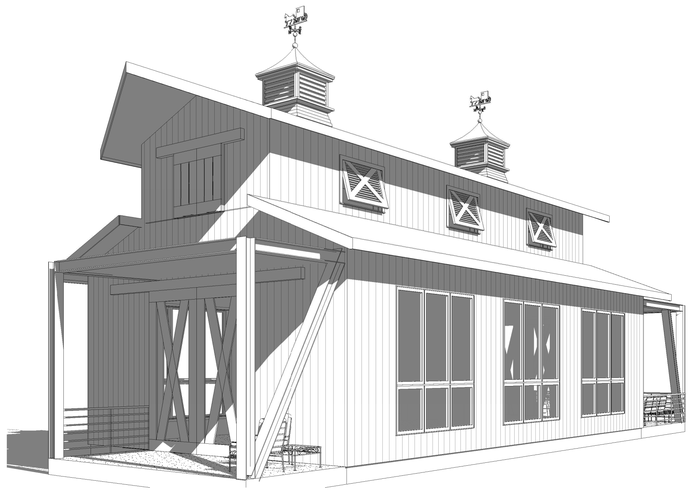
#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AC-200

COMMUNITY BUILDING
FOR
WALNUT GROVE

+/- 1.568 ACRES

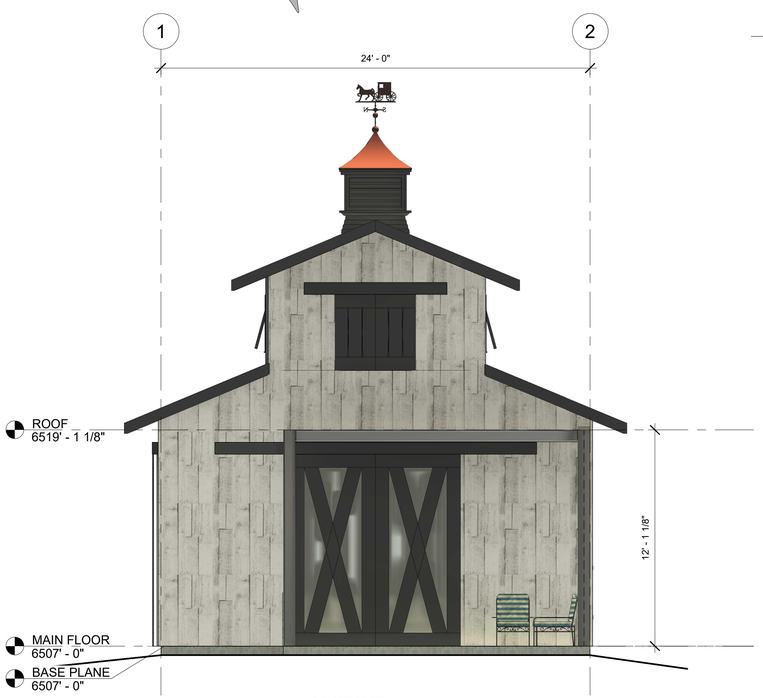
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



3 3D View 3

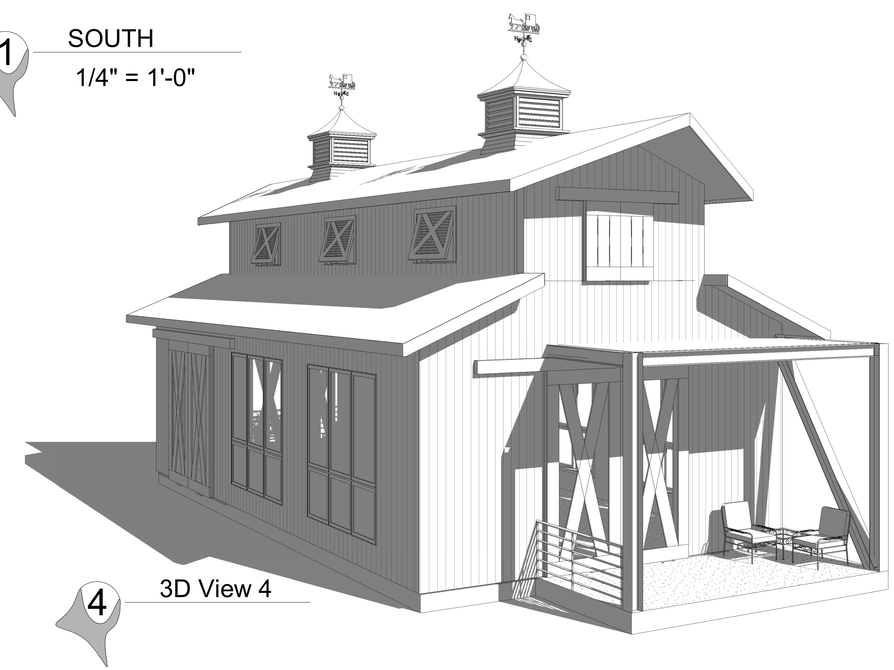
1 SOUTH

1/4" = 1'-0"



2 WEST

1/4" = 1'-0"



4 3D View 4

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING

PH: 719-839-0842

96 HOWE COURT

BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

COMMUNITY BLDG ELEV.

WALNUT GROVE - COMMUNITY BUILDING

ELBERT & WALNUT STREET INTERSECTION

ELIZABETH, COLORADO

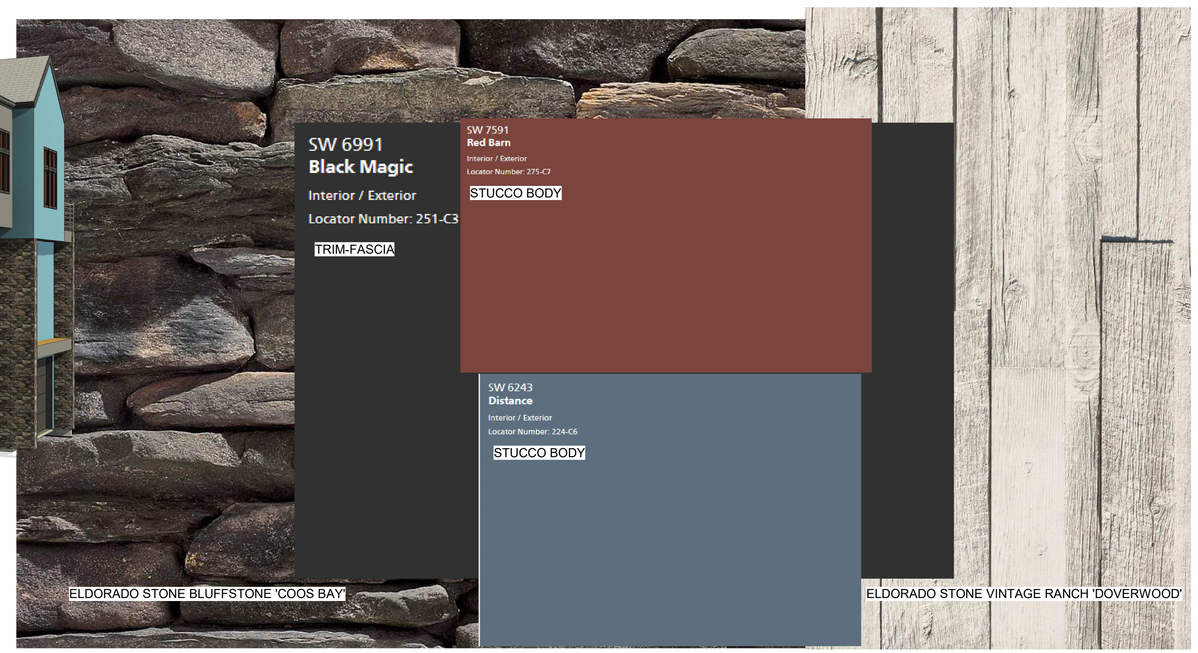
#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AC-201

WALNUT TOWNHOMES
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719.839.0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

TOWNHOME MATERIALS

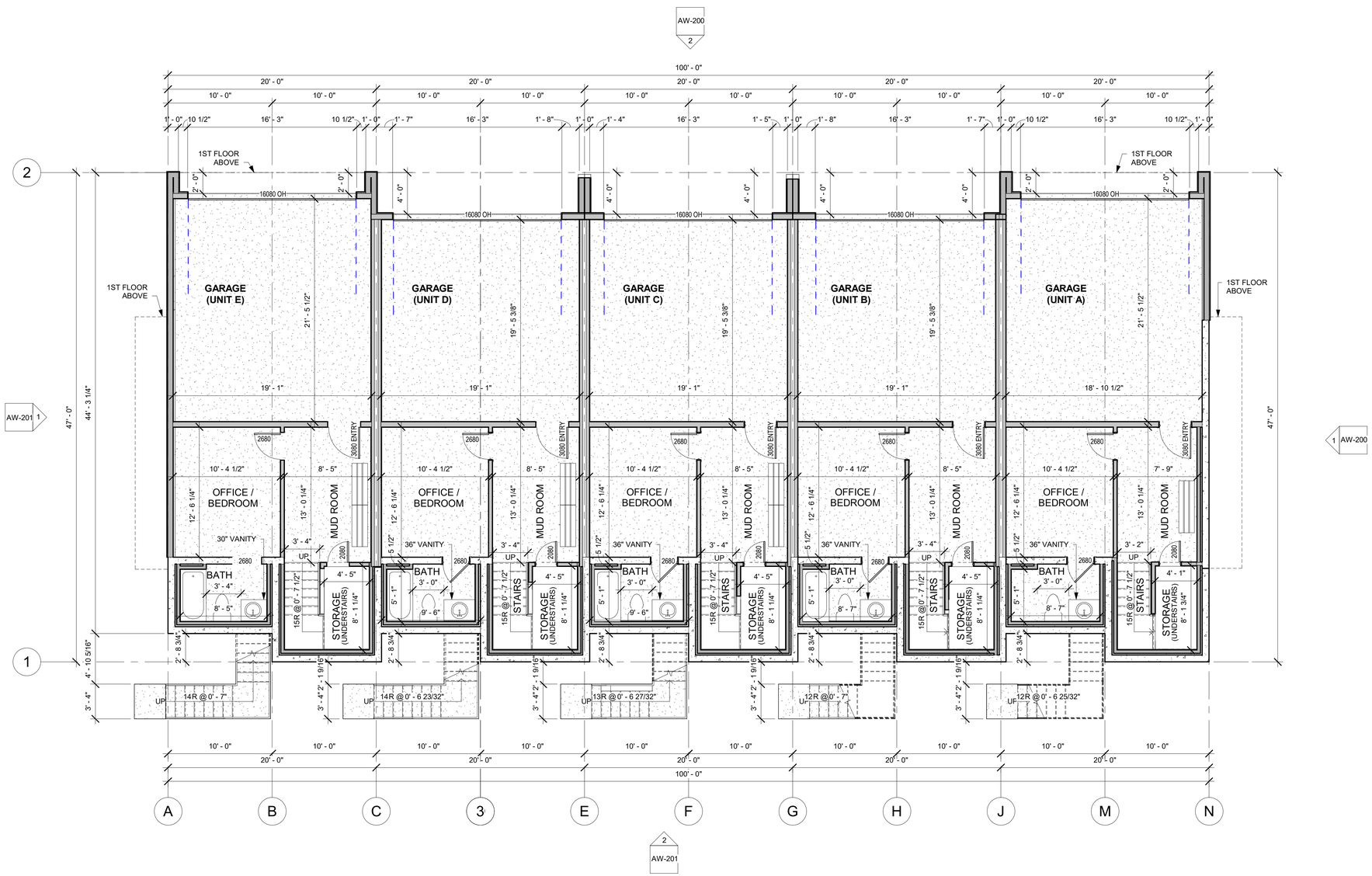
WALNUT GROVE - WALNUT TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AW-001

WALNUT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 GARAGE LEVEL
3/16" = 1'-0"

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BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

GARAGE FLOOR PLAN

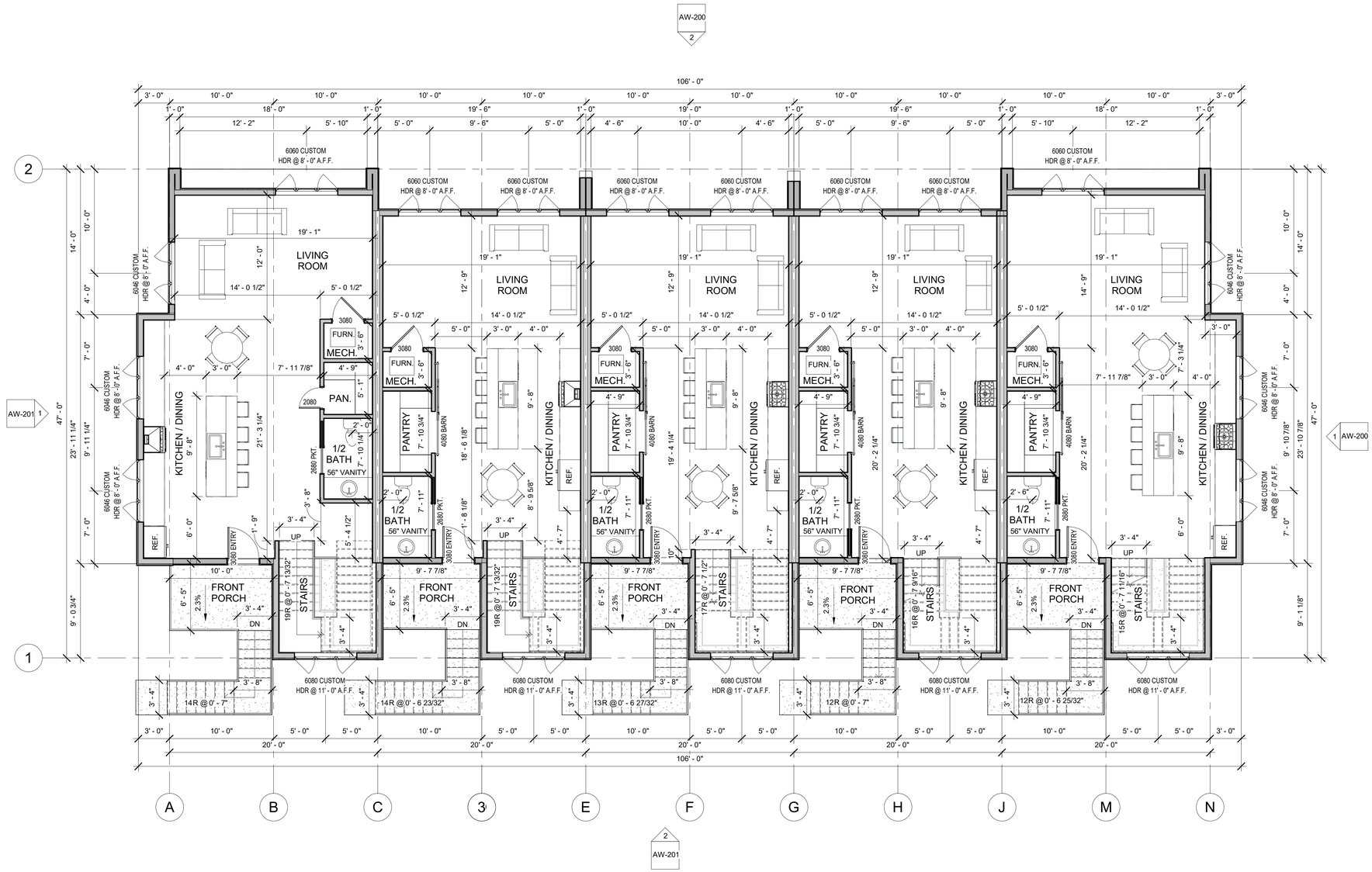
WALNUT GROVE - WALNUT TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AW-100

WALNUT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 1ST FLOOR
3/16" = 1'-0"

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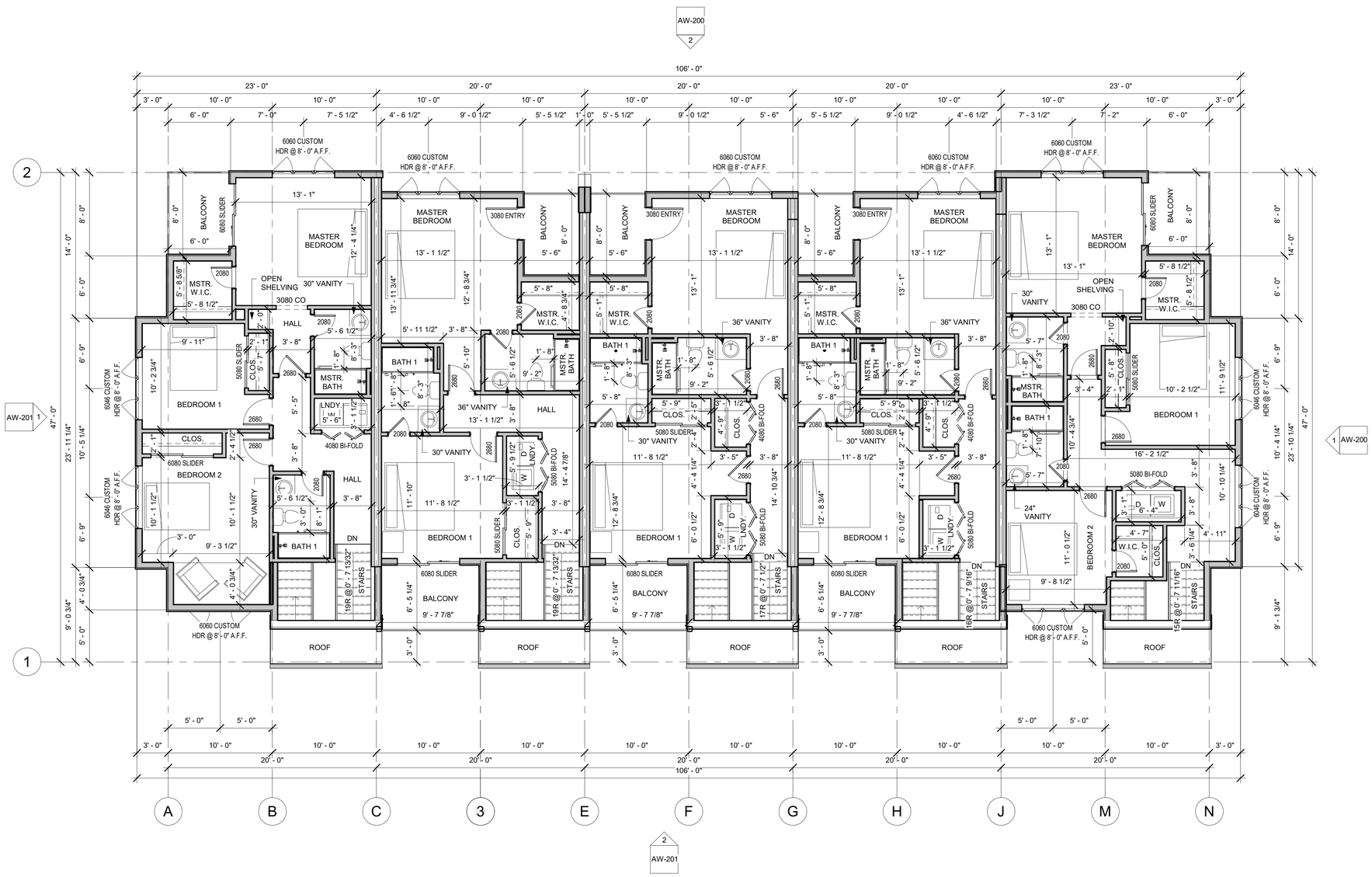
ENTITLEMENT SET FOR:
WALNUT GROVE

FIRST FLOOR PLAN
WALNUT GROVE - WALNUT TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AW-101

WALNUT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 2ND FLOOR
3/16" = 1'-0"

SANDELLA DESIGN
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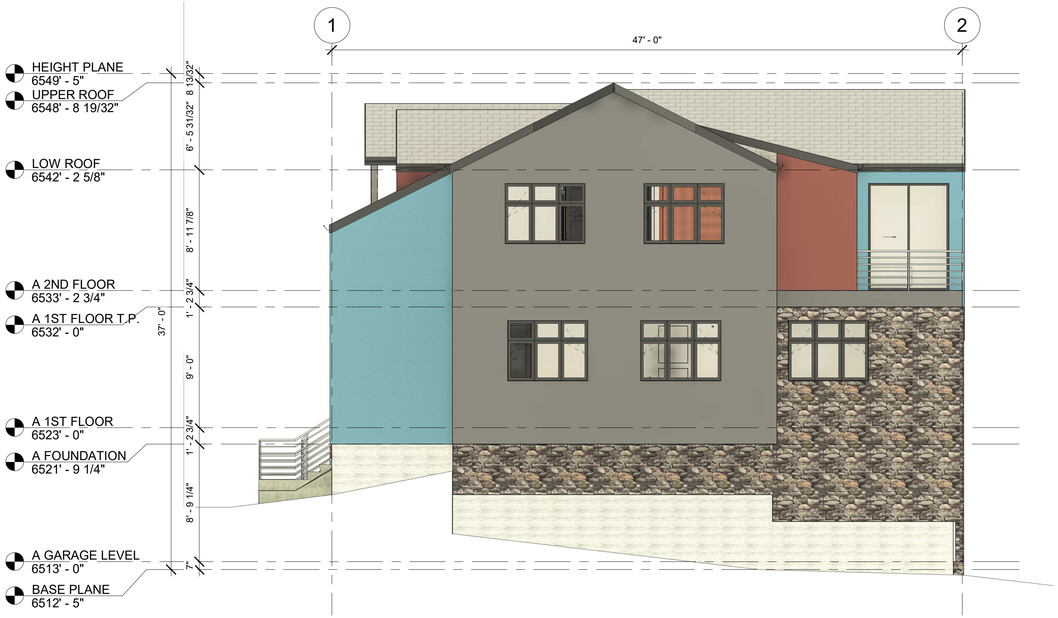
ENTITLEMENT SET FOR:
WALNUT GROVE

SECOND FLOOR PLAN
WALNUT GROVE - WALNUT TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AW-102

WALNUT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 WEST ELEVATION
3/16" = 1'-0"

2 SOUTH ELEVATION (GARAGE ENTRY)
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

TOWNHOME ELEVATIONS
WALNUT GROVE - WALNUT TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AW-200

WALNUT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

1 EAST ELEVATION
3/16" = 1'-0"

2 NORTH ELEVATION (FRONT ENTRY)
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

TOWNHOME ELEVATIONS
WALNUT GROVE - WALNUT TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

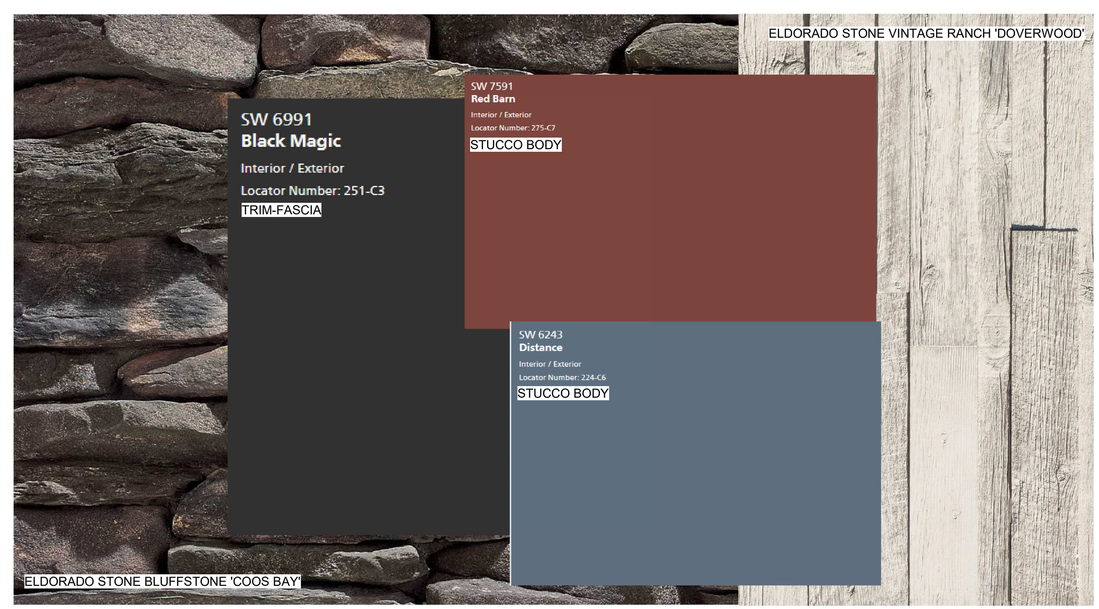
	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AW-201

ELBERT TOWNHOMES
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

TOWNHOME MATERIALS

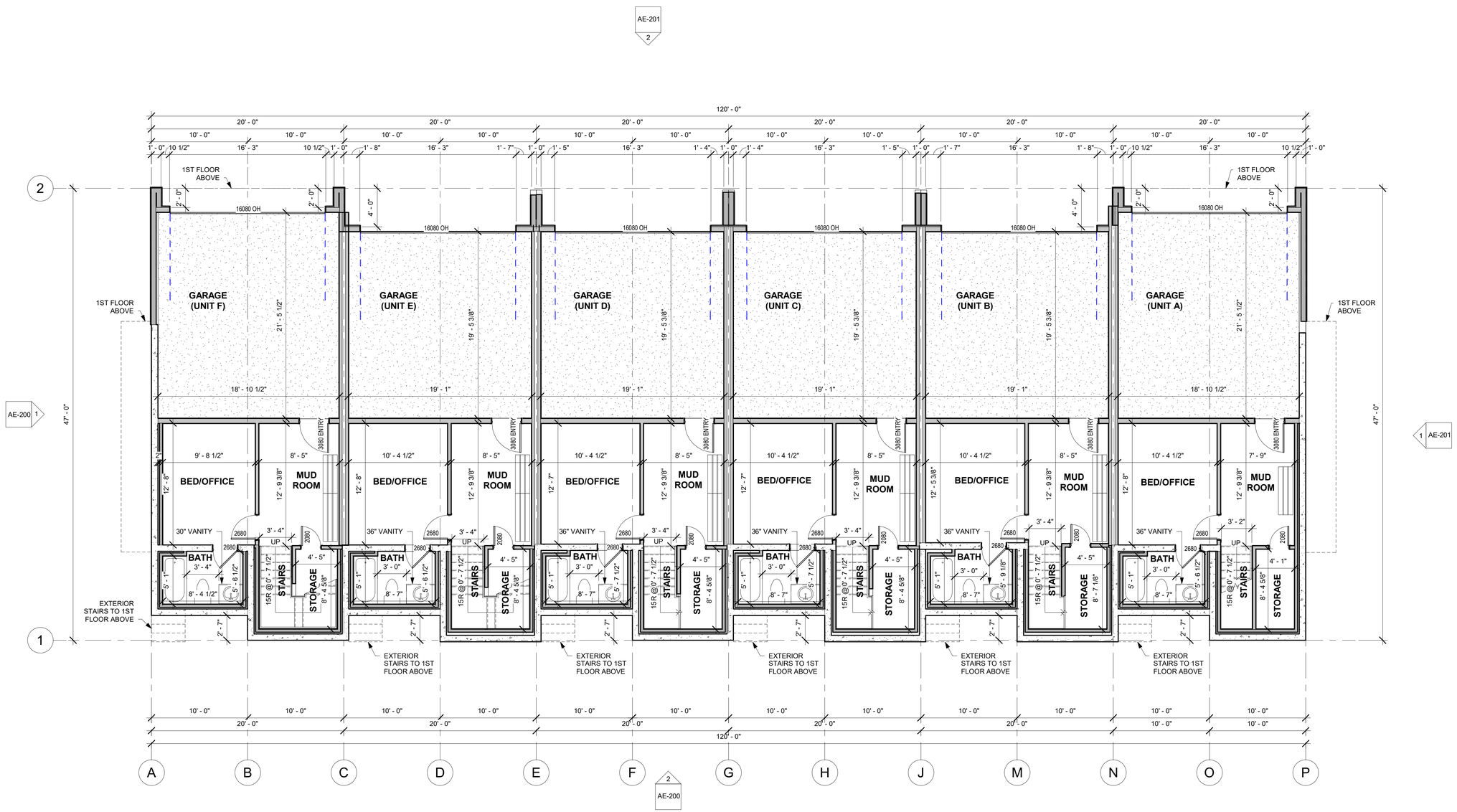
WALNUT GROVE - ELBERT TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AE-001

ELBERT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 GARAGE FLOOR
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

GARAGE FLOOR PLAN

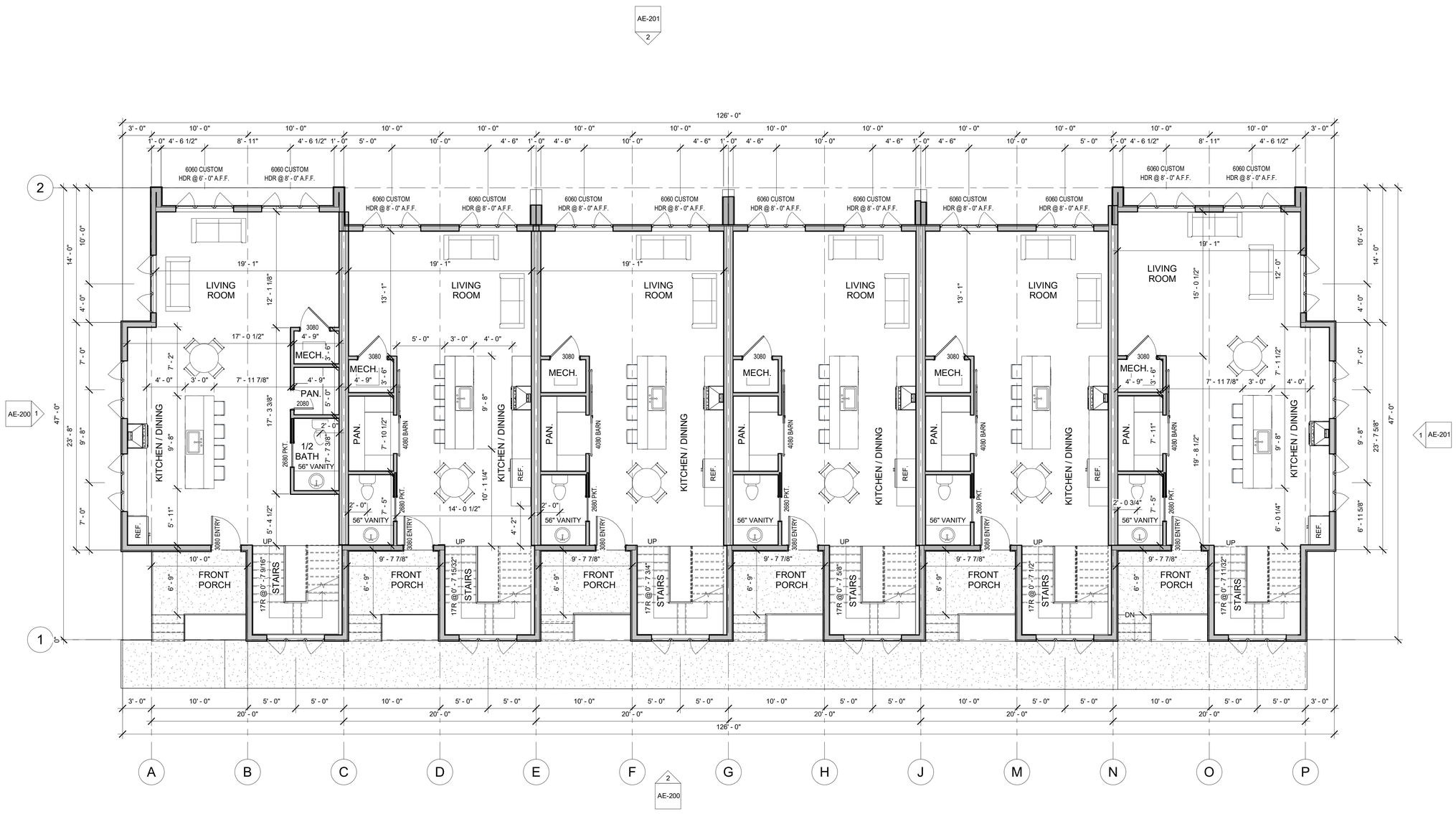
WALNUT GROVE - ELBERT TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AE-100

ELBERT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1ST FLOOR
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

FIRST FLOOR PLAN

WALNUT GROVE - ELBERT TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AE-101

ELBERT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

1 SECOND FLOOR PLAN
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

SECOND FLOOR PLAN
WALNUT GROVE - ELBERT TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

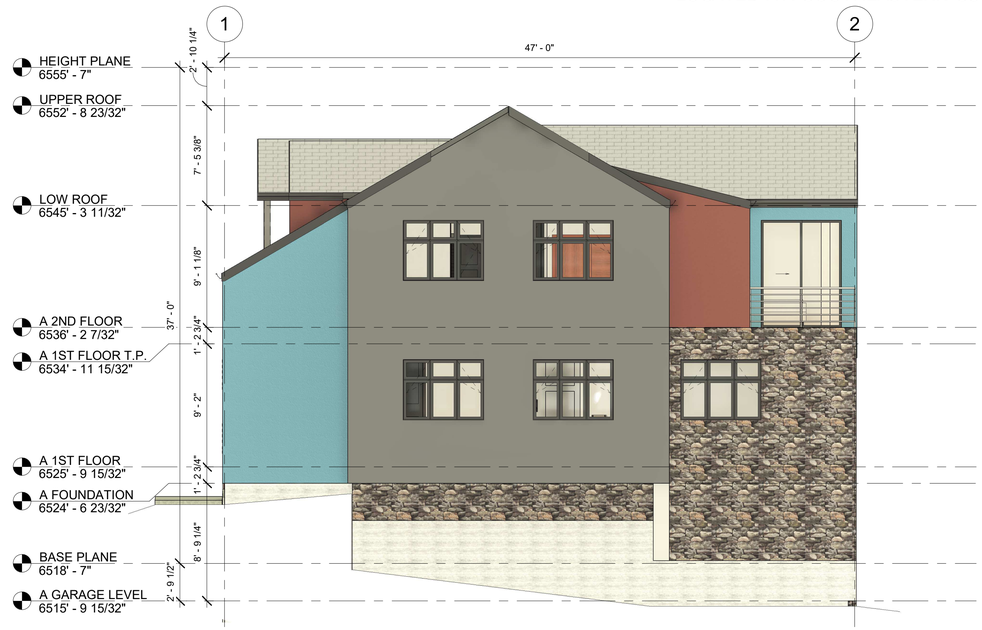
	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AE-102

ELBERT TOWNHOMES
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 SOUTH ELEVATION

3/16" = 1'-0"

2 EAST ELEVATION (GARAGE ENTRY)

3/16" = 1'-0"

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

TOWNHOME ELEVATIONS

WALNUT GROVE - ELBERT TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AE-201

ELBERT TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

1 NORTH ELEVATION
3/16" = 1'-0"

2 WEST ELEVATION (FRONT ENTRY)
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

TOWNHOME ELEVATIONS
WALNUT GROVE - ELBERT TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AE-200

MAPLE APARTMENTS
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

1 3D View 1

3 3D View 3

2 3D View 2

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

APARTMENT 3D VIEWS

WALNUT GROVE - MAPLE APARTMENTS

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-001

MAPLE APARTMENTS
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

ELDORADO STONE BLUFFSTONE 'COOS BAY'

SW 7591
Red Barn
Interior / Exterior
Locator Number: 275-C7
STUCCO BODY

SW 6991
Black Magic
Interior / Exterior
Locator Number: 251-C3
TRIM-FASCIA

SW 6243
Distance
Interior / Exterior
Locator Number: 224-C6
STUCCO BODY

EXPOSED CONC. WALLS BOARD FORMED

ELDORADO STONE VINTAGE RANCH 'DOVERWOOD'

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

APARTMENT MATERIALS

WALNUT GROVE - MAPLE APARTMENTS

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

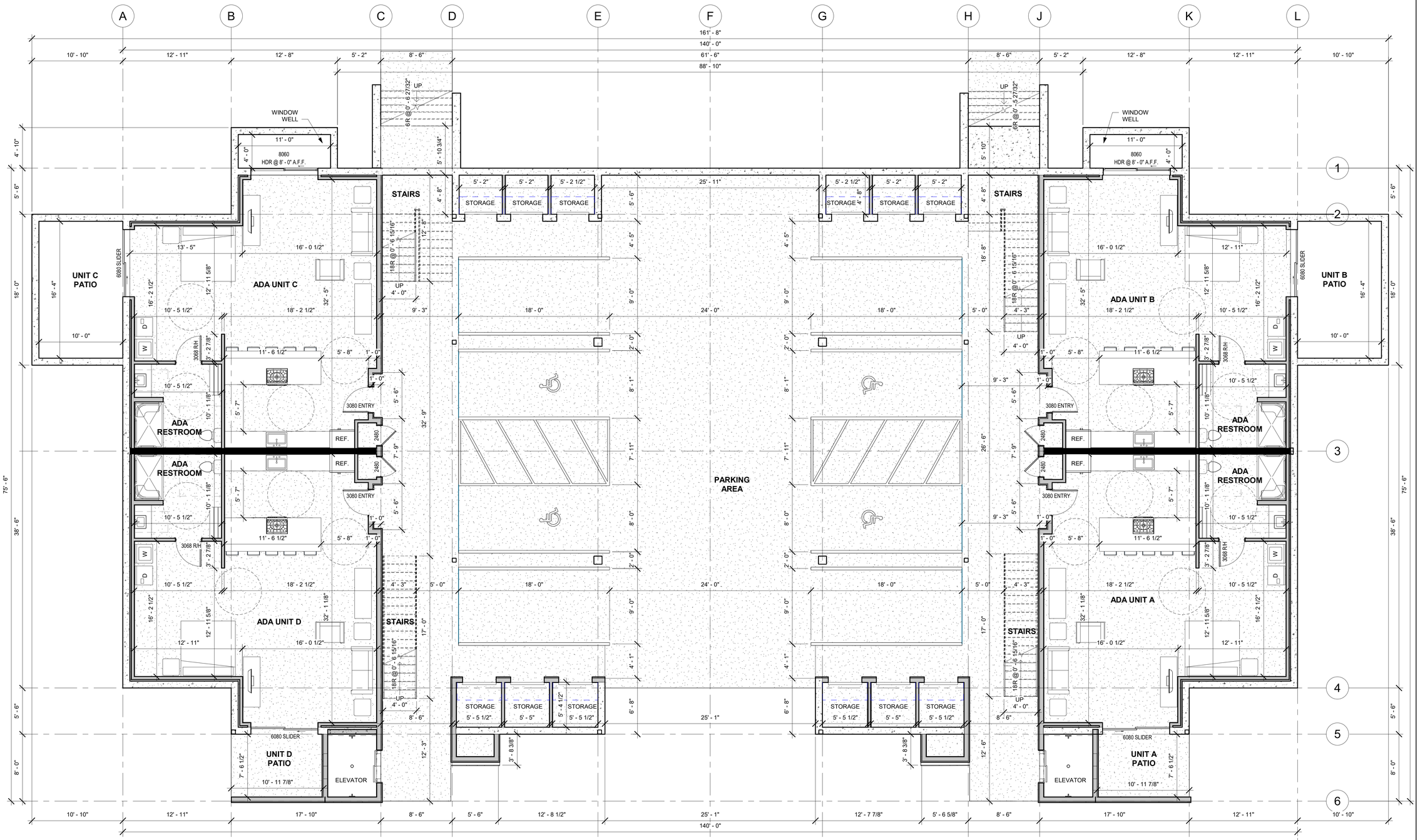
#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-002

MAPLE APARTMENTS
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 GARDEN LEVEL

3/16" = 1'-0"

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

GARDEN FLOOR PLAN

WALNUT GROVE - MAPLE APARTMENTS

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

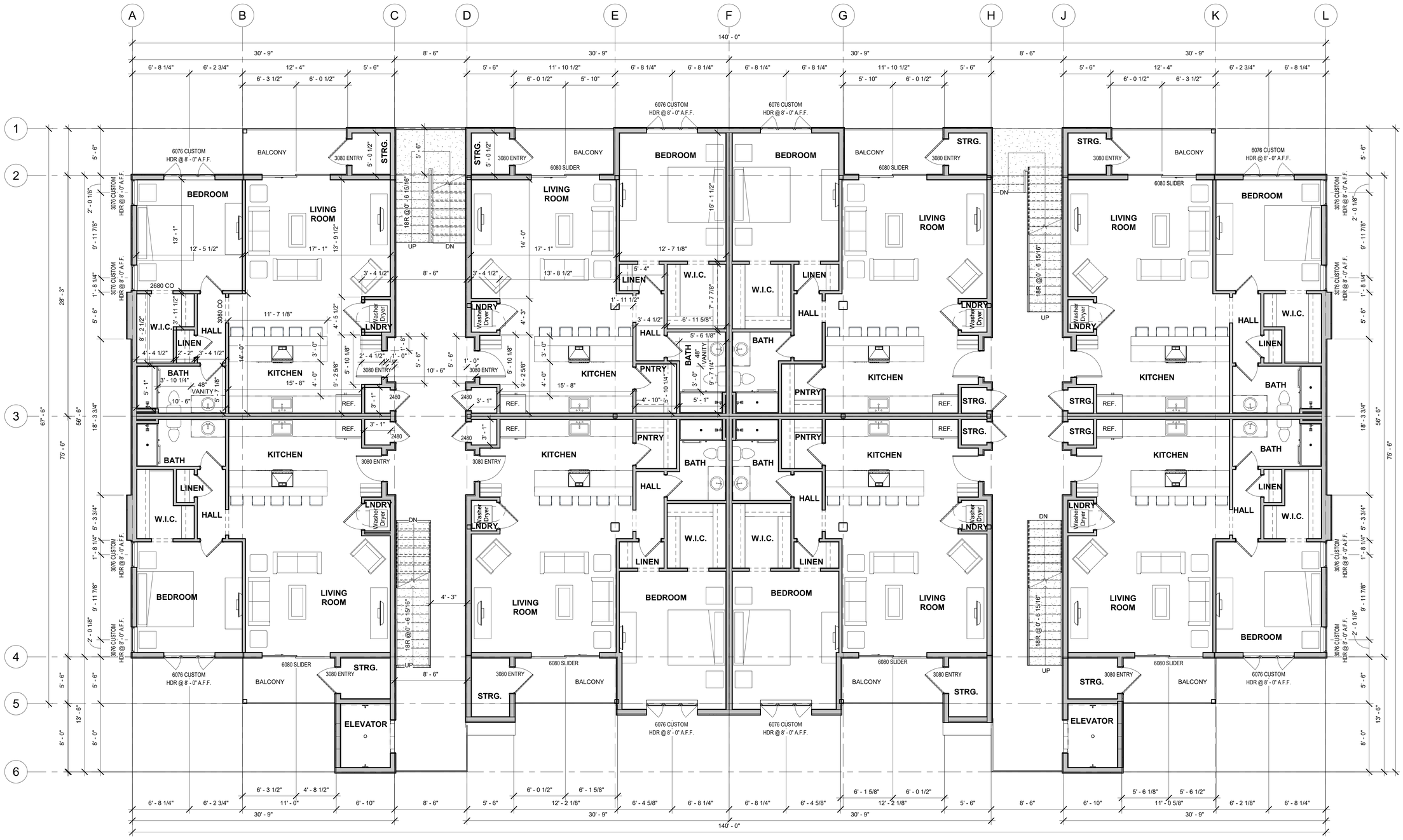
	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-100

MAPLE APARTMENTS
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 1ST FLOOR

3/16" = 1'-0"

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

FIRST FLOOR PLAN

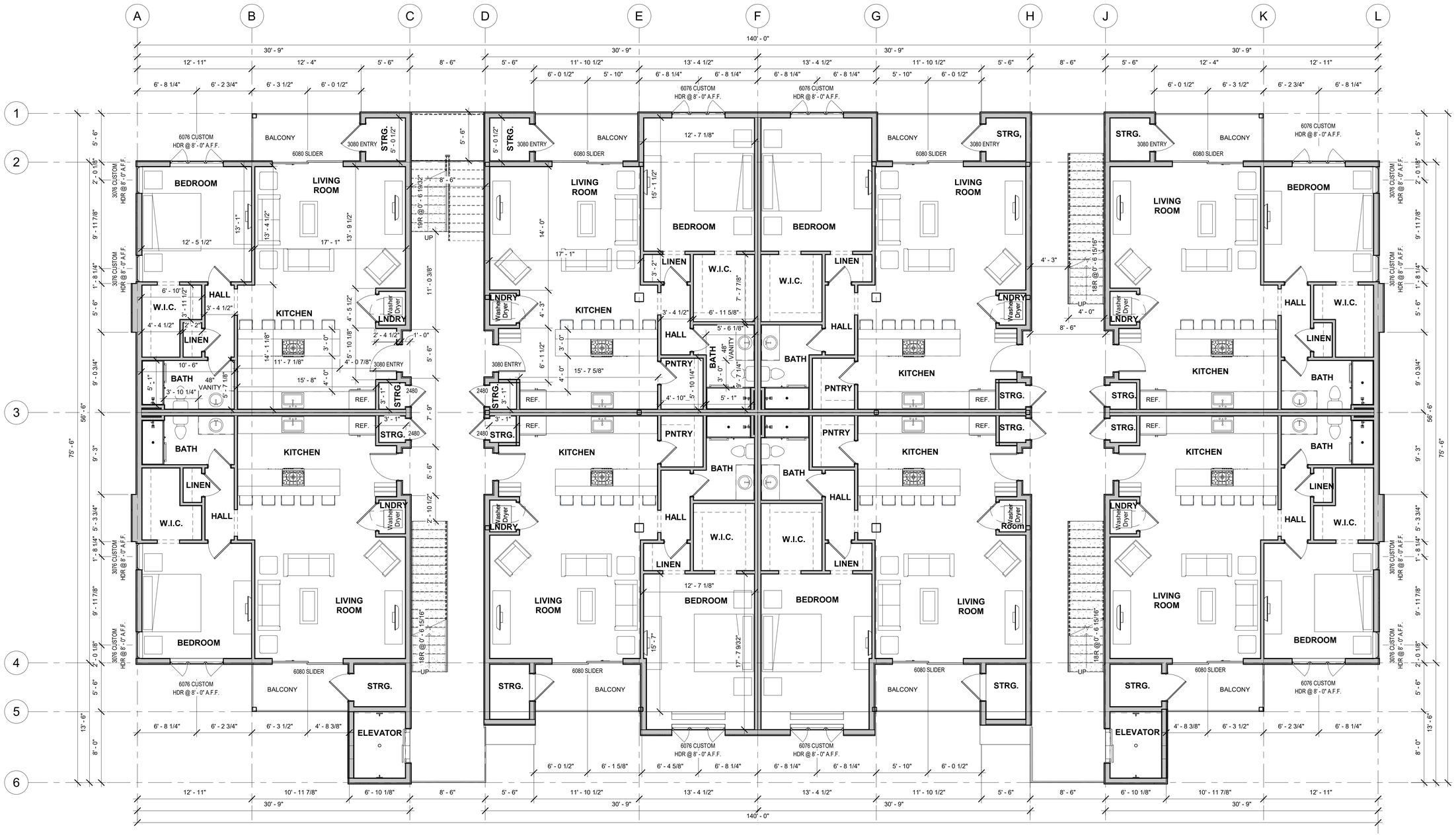
WALNUT GROVE - MAPLE APARTMENTS

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-101

MAPLE APARTMENTS
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 2ND FLOOR
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

SECOND FLOOR PLAN
WALNUT GROVE - MAPLE APARTMENTS
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

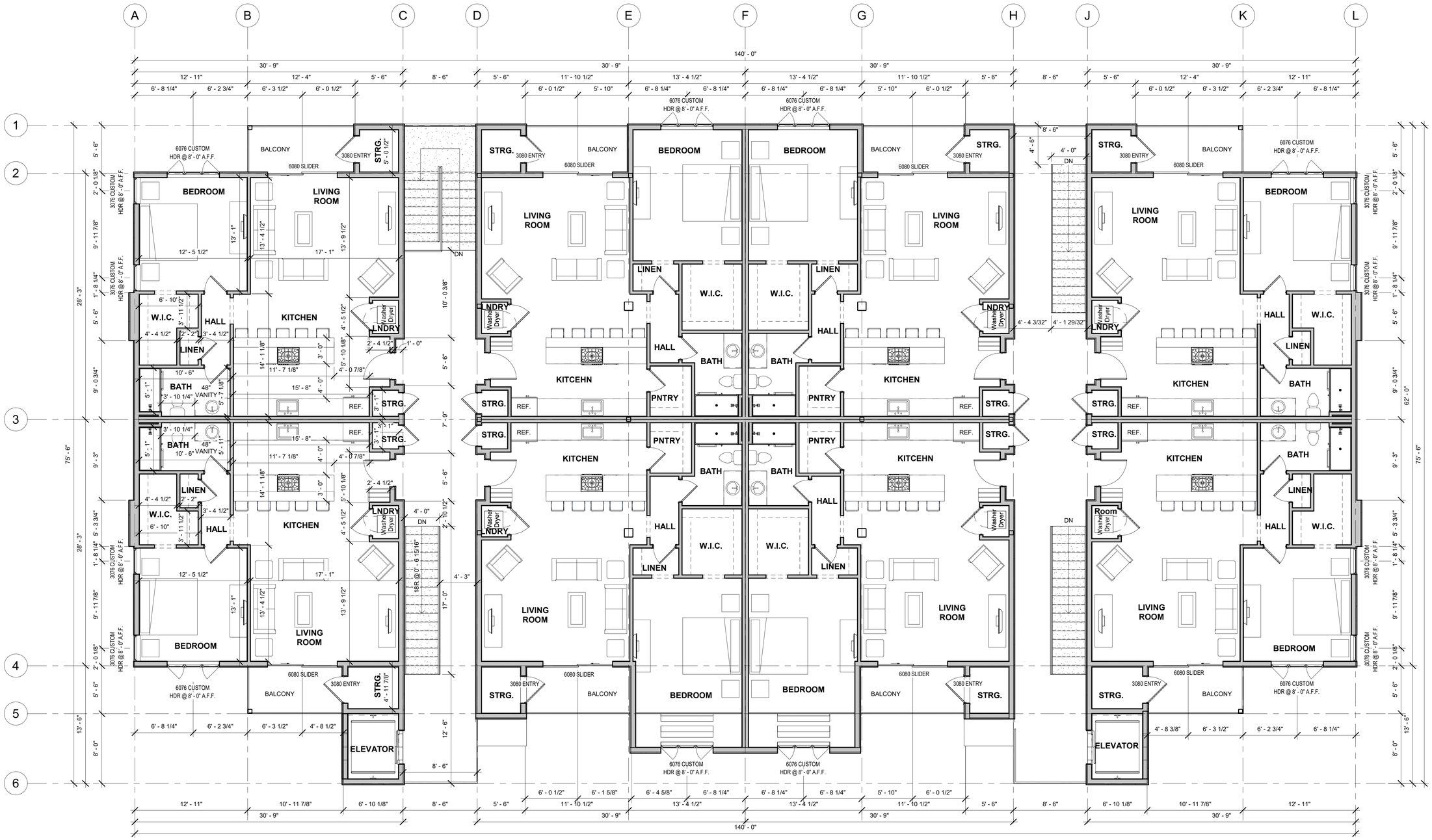
#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-102

MAPLE APARTMENTS
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 3RD FLOOR

3/16" = 1'-0"

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING

PH: 719-839-0842

96 HOWE COURT

BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

THIRD FLOOR PLAN

WALNUT GROVE - MAPLE APARTMENTS

ELBERT & WALNUT STREET INTERSECTION

ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-103

MAPLE APARTMENTS
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

1 NORTH ELEVATION (PARKING ENTRY)

3/16" = 1'-0"

2 WEST ELEVATION

3/16" = 1'-0"

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

APARTMENT ELEVATIONS

WALNUT GROVE - MAPLE APARTMENTS

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-200

MAPLE APARTMENTS
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

1 SOUTH ELEVATION (STREET ENTRY)
3/16" = 1'-0"

2 EAST ELEVATION
3/16" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

APARTMENT ELEVATIONS
WALNUT GROVE - MAPLE APARTMENTS
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
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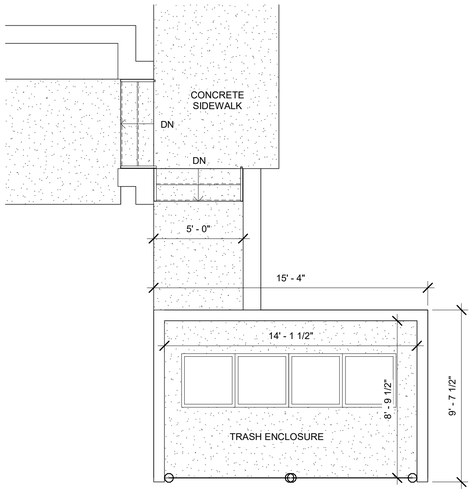
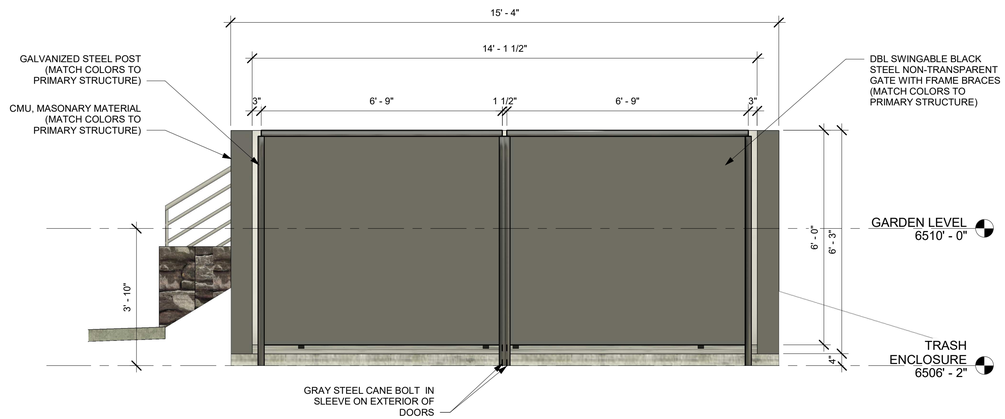
AA-201

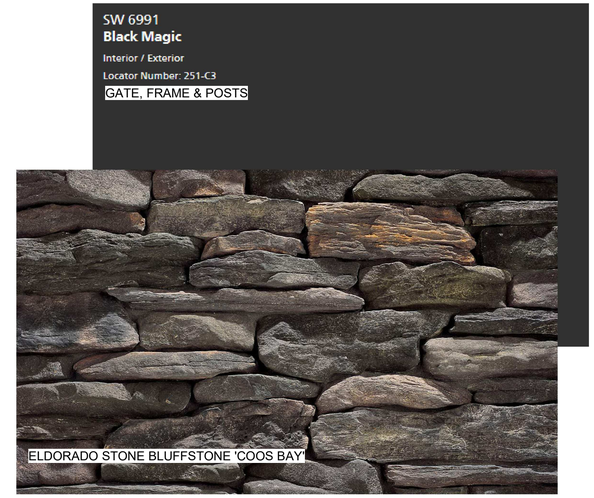
MAPLE APARTMENTS
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION

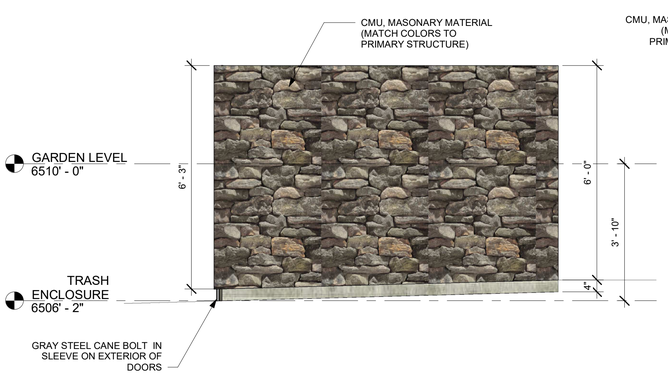


1 TRASH ENCLOSURE PLAN
1/4" = 1'-0"

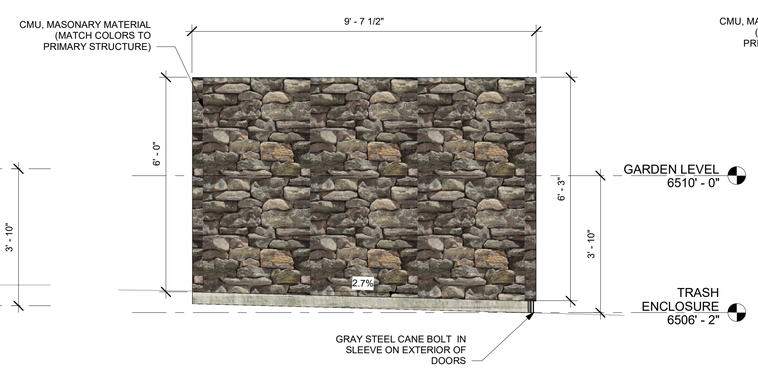


2 EAST TRASH ENCLOSURE
1/2" = 1'-0"

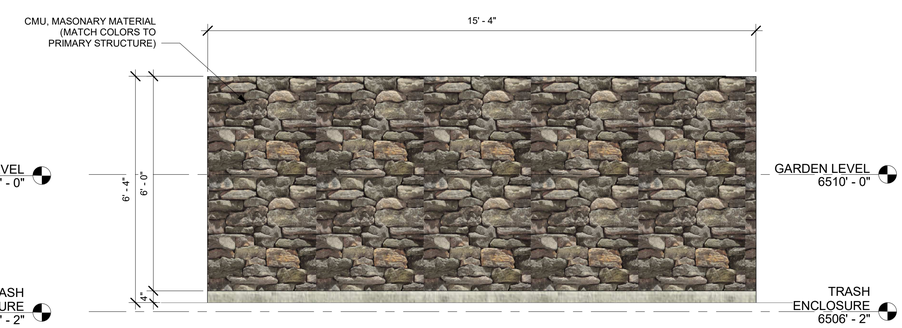




3 NORTH TRASH ENCLOSURE
1/2" = 1'-0"



4 SOUTH TRASH ENCLOSURE
1/2" = 1'-0"



5 WEST TRASH ENCLOSURE
1/2" = 1'-0"

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STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

TRASH ENCLOSURE

WALNUT GROVE - MAPLE APARTMENTS

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

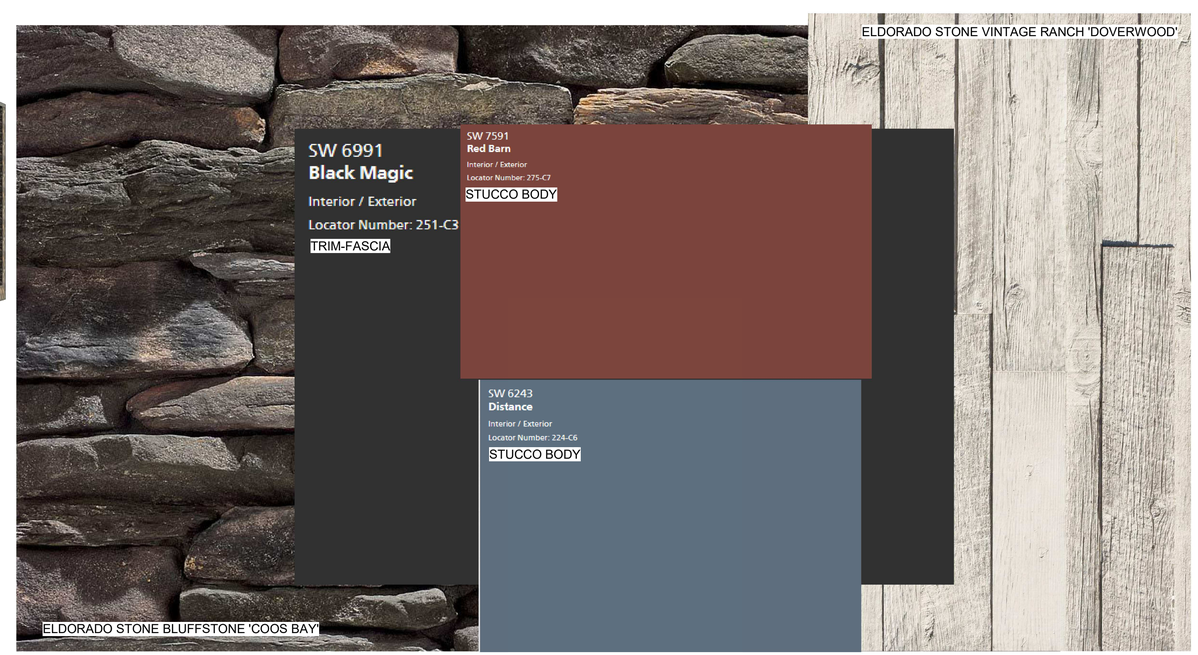
	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AA-500

MAPLE TOWNHOMES
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:

WALNUT GROVE

TOWNHOME MATERIALS

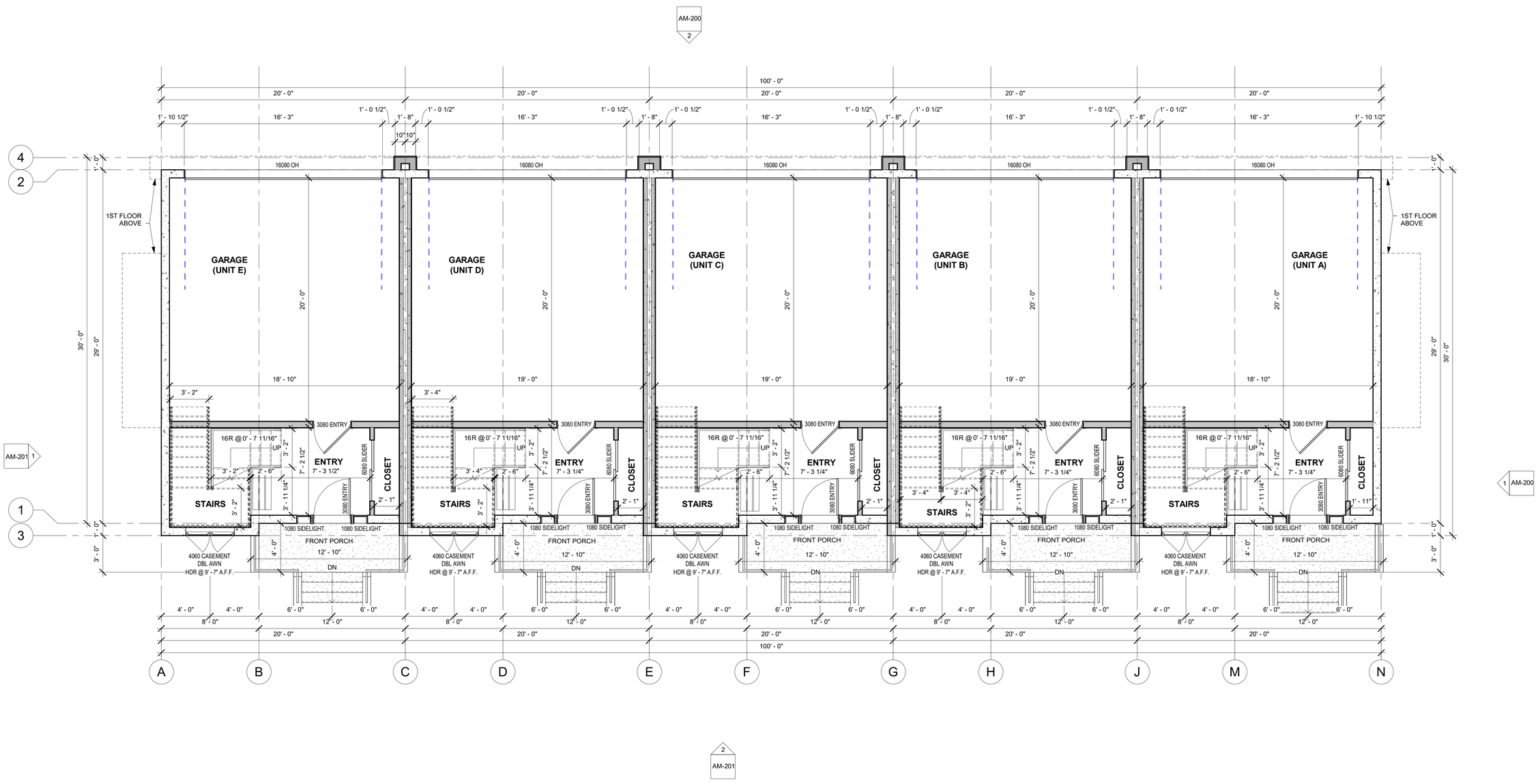
WALNUT GROVE - MAPLE TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AM-001

MAPLE TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 GARAGE LEVEL
1/4" = 1'-0"

SANDELLA DESIGN

STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
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96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

GARAGE FLOOR PLAN

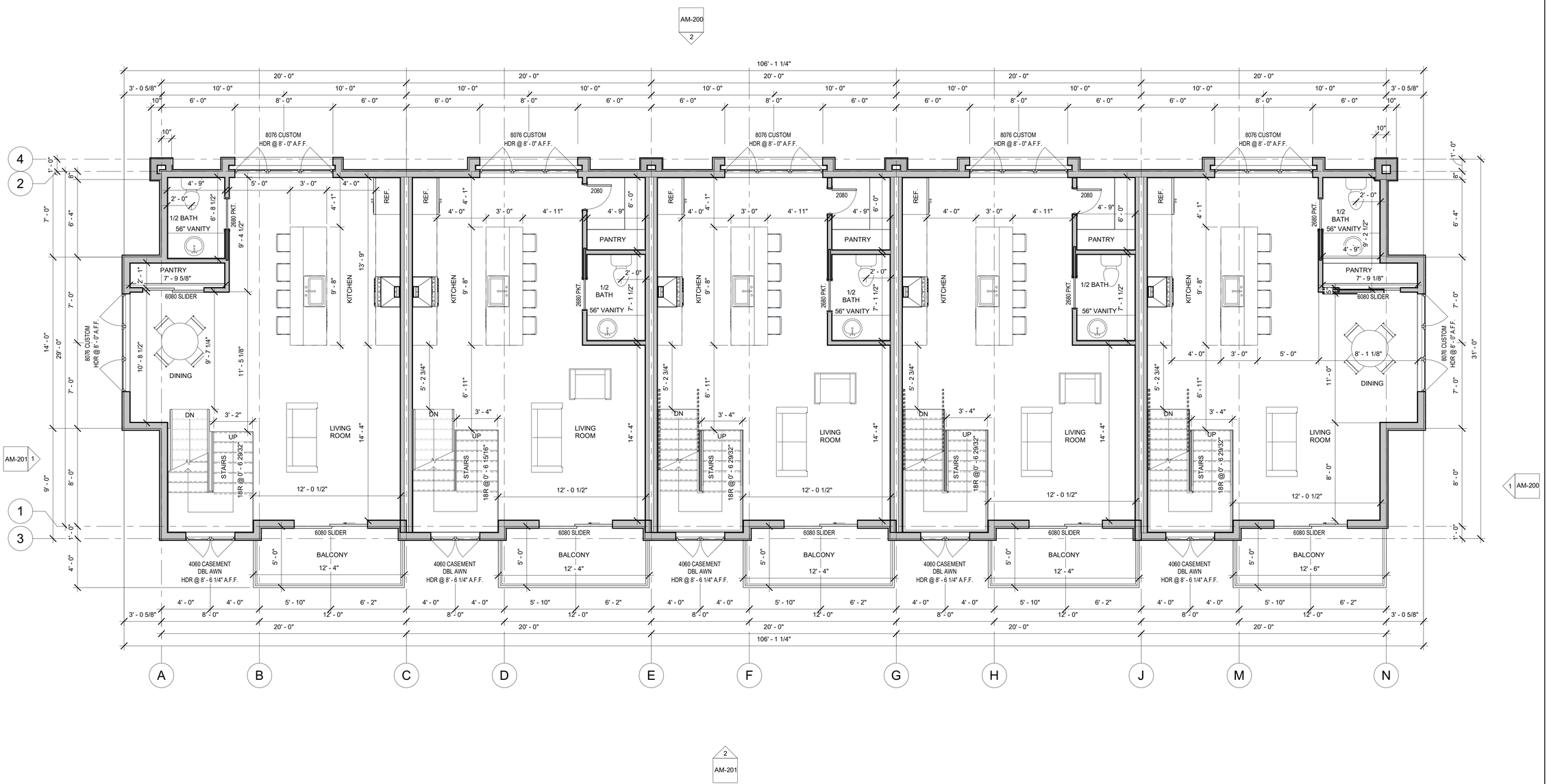
WALNUT GROVE - MAPLE TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AM-100

MAPLE TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 1ST FLOOR
1/4" = 1'-0"

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STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

FIRST FLOOR PLAN
WALNUT GROVE - MAPLE TOWNHOMES
ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
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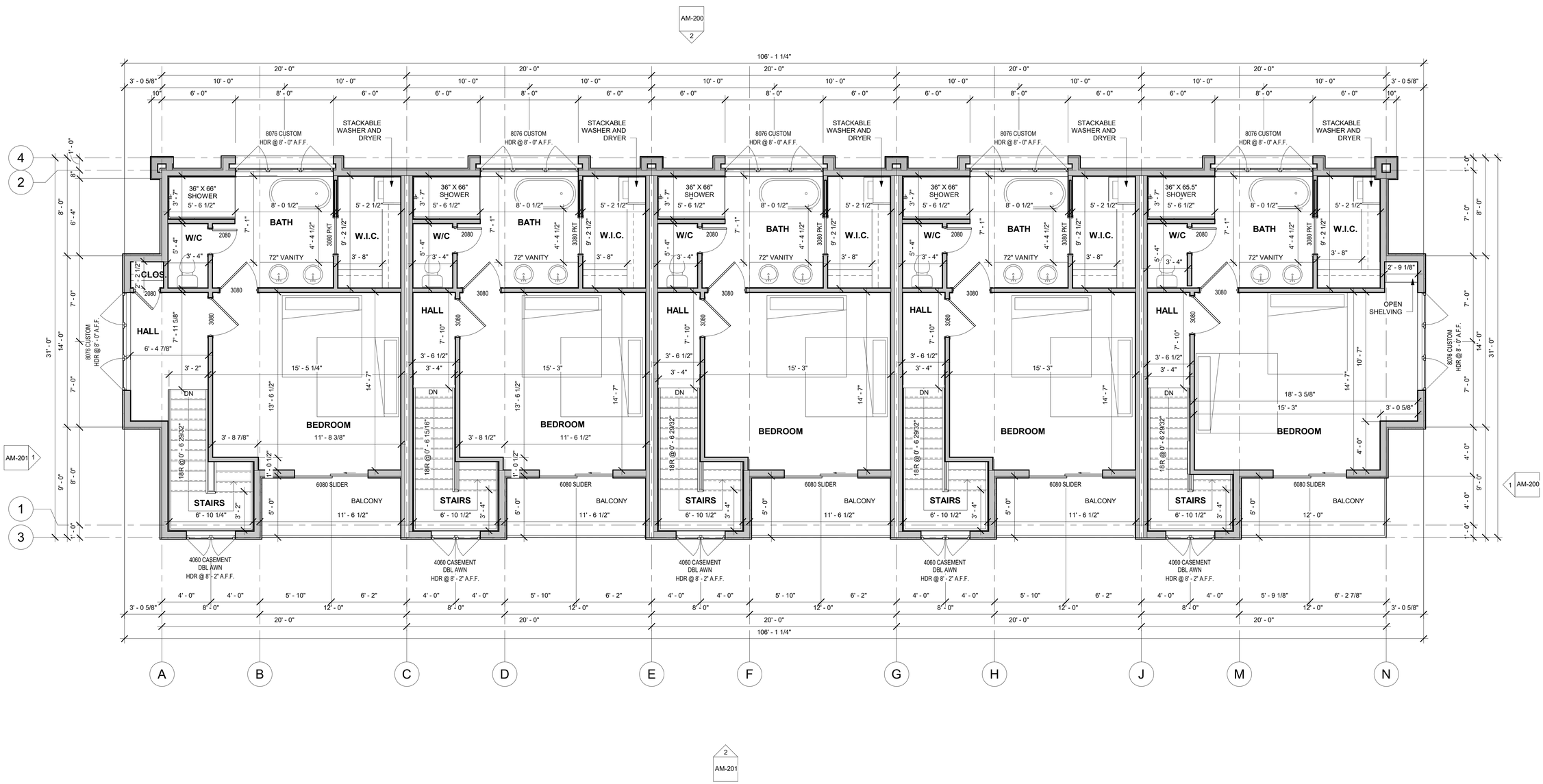
AM-101

MAPLE TOWNHOMES
FOR
WALNUT GROVE
+/- 1.568 ACRES
LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 2ND FLOOR
1/4" = 1'-0"

SANDELLA DESIGN
STRUCTURAL, CIVIL, & ENVIROMENTAL ENGINEERING
PH: 719-839-0842
96 HOWE COURT
BLACK HAWK, CO

ENTITLEMENT SET FOR:
WALNUT GROVE

SECOND FLOOR PLAN

WALNUT GROVE - MAPLE TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

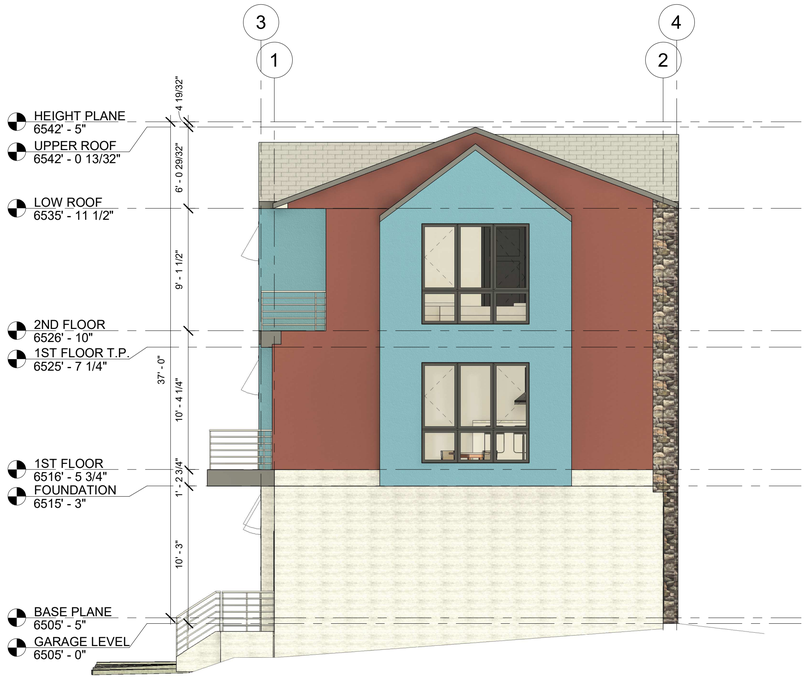
#25-DXX	
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AM-102

MAPLE TOWNHOMES
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 NORTH ELEVATION

3/16" = 1'-0"

2 WEST ELEVATION (GARAGE ENTRY)

3/16" = 1'-0"

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WALNUT GROVE

TOWNHOME ELEVATIONS

WALNUT GROVE - MAPLE TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

#25-DXX	
DATE:	V1.0 09-09-24
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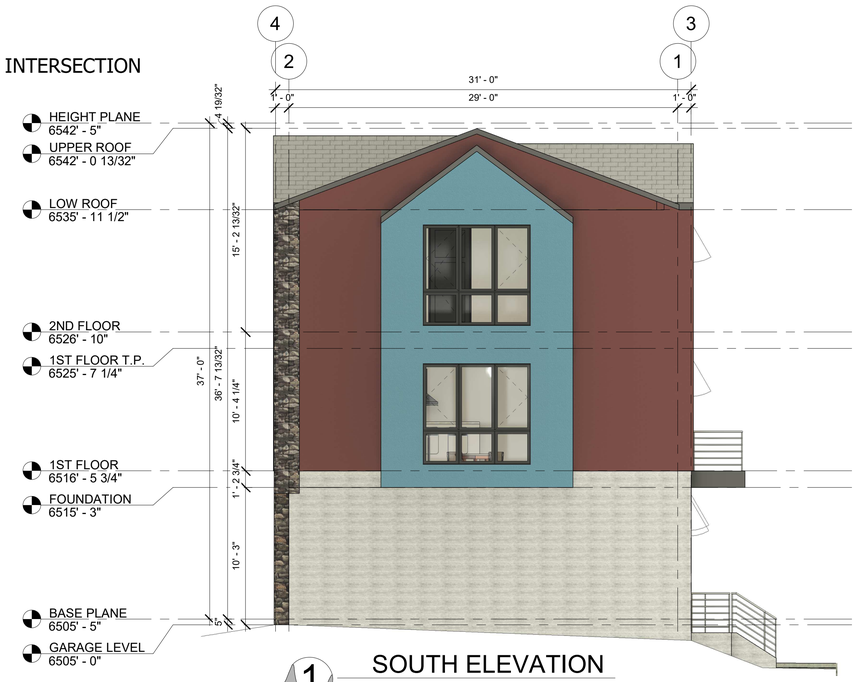
AM-200

MAPLE TOWNHOMES
FOR
WALNUT GROVE

+/- 1.568 ACRES

LOCATED AT: SOUTHEASTERN CORNER OF ELBERT & WALNUT STREET INTERSECTION



1 SOUTH ELEVATION

3/16" = 1'-0"

2 EAST ELEVATION (FRONT ENTRY)

3/16" = 1'-0"

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TOWNHOME ELEVATIONS

WALNUT GROVE - MAPLE TOWNHOMES

ELBERT & WALNUT STREET INTERSECTION
ELIZABETH, COLORADO

	#25-DXX
DATE:	V1.0 09-09-24
	V2.0 06-16-25

AM-201

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: August 8, 2024

NAME OF PROJECT: Walnut Grove

NAME OF APPLICANT: Unibuilders

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: Legal Description - Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development, as recorded in Elbert County, CO, Reception no. 531671, Bk 13, Pg 70 in Nov of 2012.

Please check the appropriate item(s):

____REZONE	X PLAT	____USE BY SPECIAL REVIEW
____PUD (planned unit development)	____MINOR PLAT/REPLAT	____ANNEXATION
____VARIANCE	____SUBDIVISON	____MINOR SUBDIVISION
X SITE PLAN	____OTHER ____	

PRESENT ZONING: PUD

AREA IN ACRES: 1.57

PROPOSED ZONING: PUD

PRESENT USE: Vacant Land

PROPOSED # OF LOTS (if applicable): 5 + 1 tract

PROPOSED GROSS FLOOR AREA (if applicable): N/A

***PROPERTY OWNER**

NAME: Unibuilders

ADDRESS: 2200 S Jasmine St Unit 109
Denver, CO 80222-5708

TELEPHONE #: 720-641-0350

EMAIL: Dave@unibuilders.com

Allen Kay

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: Otto Burden, PE

ADDRESS: 41435 Country Rose Circle
Parker, CO 80138

TELEPHONE #: 303-708-1930

EMAIL: oburden@coloradocivil.com

Otto L Burden

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 7th day of August, 20 24.

My commission expires 01/19/28

Notary

YASHIYAH ANGEL SAROW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234043143
MY COMMISSION EXPIRES 01/19/2028

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: August 8, 2024

NAME OF PROJECT: Walnut Grove

NAME OF APPLICANT: Unibuilders

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: Legal Description - Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development, as recorded in Elbert County, CO, Reception no. 531671, Bk 13, Pg 70 in Nov of 2012.

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____PUD (planned unit development)	____MINOR PLAT/REPLAT	____ANNEXATION
____VARIANCE	____SUBDIVISON	____MINOR SUBDIVISION
X SITE PLAN	____OTHER ____	

PRESENT ZONING: PUD

AREA IN ACRES: 1.57

PROPOSED ZONING: PUD

PRESENT USE: Vacant Land

PROPOSED # OF LOTS (if applicable): 5 + 1 tract

PROPOSED GROSS FLOOR AREA (if applicable): N/A

***PROPERTY OWNER**

NAME: Unibuilders

ADDRESS: 2200 S Jasmine St Unit 109
Denver, CO 80222-5708

TELEPHONE #: 720-641-0350

EMAIL: Dave@unibuilders.com

Allen Kay

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: Otto Burden, PE

ADDRESS: 41435 Country Rose Circle
Parker, CO 80138

TELEPHONE #: 303-708-1930

EMAIL: oburden@coloradocivil.com

Otto L Burden

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 7th day of August, 20 24.

My commission expires 01/19/28

Notary

YASHIYAH ANGEL SAROW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234043143
MY COMMISSION EXPIRES 01/19/2028

Colorado Civil Engineering, LLC

September 26, 2024

Project Narrative for

Walnut Grove

Legal Description:

Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development, as recorded in Elbert County, CO, Reception no. 531671, Bk 13, Pg 70 in November of 2012. Within Section 18, Township 8 South, Range 64 West of the 6th Principal Meridan, Town of Elizabeth, County of Elbert, State of Colorado.

Owner/Applicant/Developer:
David Ahmadabadi
Elizabeth 44, LLC
Email: dave@unibuilders.com

Site plan by:
Colorado Civil Engineering - Otto Burden, PE
Email: oburden@coloradocivil.com

Project Narrative

The owner proposes to construct one, 28-unit, three-story above grade & one-story below grade multi-family apartment building within the limits of blocks 28 through 30 on the corner of Elbert & Walnut street in Elizabeth, Colorado. Additionally, the site will be prepared for the construction of 16, three-story townhomes. All townhome units have a two-car garage on the lower level. The apartments have four lower level, Type-A, handicap units. Additional handicap parking has been provided to ensure adequate visitor spaces as well as available spaces for the handicap residents.

The site is zoned PUD and is currently vacant. Adjacent sites are as follows: The proposed development is bordered by Walnut Street Right of Way to the north, a vacant alley right of way to the east abutting residential home sites, Maple Street Right of Way to the south, and the Elbert Street Right of Way to the west. The proposed site will have access off of Walnut Street and Maple Street.

Water for the proposed apartments will be acquired from the existing water main located in the Walnut Street Right of Way. This structure will incorporate an NFPA 13 system. Water for the proposed townhomes will be acquired via an 2" water line that will make a connection in Maple Street during Phase 2 of the project. These townhomes will utilize the same residential taps to install an NFPA 13D system in each unit. Backflow prevention and metering will take place within the unit. A hydrant is proposed just west of the clubhouse to comply with spacing and distance requirements delineated by the IFC. On-site sanitary sewer will be served by a 8" pvc sewer line and manholes to connect to the existing town sewer in Walnut street. Townhouse units will be served by this constructed line or by the existing line in the town right of way just east of the detention pond. Irrigation will be provided efficiently as site landscaping has been designed to use minimal water and utilize on-site water to the maximum effect through drainage design and concept. The proposed development is bordered by Walnut Street Right of Way to the north, a vacant alley right of way to the east abutting residential home sites, Maple Street Right of Way to the south, and the Elbert Street Right of Way to the west

The proposed site has incorporated usable open space in multiple locations. A playground has been planned for in the area NE of the apt building and adequate parking has been provided for the development.

The owner is proposing to build all site improvements necessary for the apartment building, parking, community room, and storm water runoff and detention facility in Phase 1. Phase 2 will include the townhouses, water extension to Maple street, sewer, and additional landscaping.

The Developers plan on beginning site grading as soon as possible and target occupancy time frame on the Apartment building is fall/winter of 2024.

stewart

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Canyon Title Company, LLC

Denver, CO 80204

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger, President and CEO

David Hisey, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. AH arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

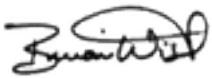
Issuing Agent: Canyon Title Company, LLC
Issuing Office: 1127 Auraria Parkway, 101
Denver, CO 80204
Issuing Office's ALTA® Registry ID: 1075984
Loan ID Number:
Commitment Number: CT-401768
Issuing Office File Number: CT-401768
Property Address: Walnut Grove Townhomes Planned Development, Elizabeth, CO 80107
Revision Number:

1. **Commitment Date:** August 5, 2024 at 8:00 AM

2. **Policy to be issued:** **Proposed Amount of Insurance**
   (a) 2021 ALTA Owner's Policy
   Proposed Insured: T B. D $0

3. **The estate or interest in the Land at the Commitment Date is**:
   fee simple
4. **The Title is, at the Commitment Date, vested in:**
   Elizabeth 44, LLC, a Colorado Limited Liability Company
5. **The Land is described as follows:**
   See Exhibit "A" Attached Hereto.

CANYON TITLE COMPANY, LLC



Authorized Countersignature

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES
These charges are due and payable before a policy can be issued:

		Premium
(a) 2021 ALTA Owner's Policy		$0.00
	Total Premium:	**$0.00**
	Tax Certificate	$25.00

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: CT-401768

Lots 1 - 28, inclusive, and Tracts A and B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, as shown on Plat recorded November 28, 2012 at Reception No. 531671, County of Elbert, State of Colorado.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: CT-401768

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. NOTE: Exception(s) 1-4 will be removed from Owner and Lender policy(ies) with endorsement 110.1.

3. Pay the agreed amount for the state or interest to be insured.

4. Pay the premiums, fees, and charges for the Policy to the Company.

5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

6. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, C.R.S. §10-11-122).

7. Receipt by the company of the appropriate affidavits as to new construction and indemnifying against unfiled mechanic's and materialmen's liens.

8. The Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2(a).

   NOTE: C.R.S. §38-35-109(2) requires that a notation of the purchaser's legal address (not necessarily the same as the property address) be included on the face of the Deed to be recorded. C.R.S. §39-14-102(1)(A) requires all conveyance documents subject to the documentary fee submitted to the Clerk and Recorder for recording be accompanied by a Real Property Transfer Declaration signed by the grantor or grantee.

9. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein for the benefit of the Proposed Insured, Schedule A, Item 2(a) or 2(b)

10. NOTE: THIS IS AN INFORMATIONAL COMMITMENT ONLY. LIABILITY IS LIMITED TO THE AMOUNT PAID FOR THIS COMMITMENT.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: CT-401768

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of the persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

   NOTE: Exception number 5 will be removed from the policy provided the company conducts the closing and is responsible for recording the documents.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

7. Any and all unpaid taxes, assessments and unredeemed tax sales.

8. Any existing leases and/or tenancies, and any and all parties claiming by, through or under said lessees.

9. Easements, Notes, Terms, Conditions, Provisions, Restrictions, Covenants, Agreements and Obligations, if any, as contained on the plat of said Phillips Addition recorded in Plat Book 2 at Page 37 .

10. Terms, agreements, provisions, conditions and obligations of Agreement recorded April 8, 1992 in Book 454 at Page 802 .

11. Easements, Notes, Terms, Conditions, Provisions, Restrictions, Covenants, Agreements and Obligations, if any, as contained on the plat of Phillips Addition Third Amendment recorded September 18, 1992 at Reception No. 304731 .

12. Terms, agreements, provisions, conditions and obligations of Ordinance 07-15 recorded May 7, 2008 at Reception No. 494326 .

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13. Easements, Notes, Terms, Conditions, Provisions, Restrictions, Covenants, Agreements and Obligations, if any, as contained on the plat of Walnut Grove Townhomes Planned Development recorded November 28, 2012 at Reception No. 531671 .

14. Terms, agreements, provisions, conditions and obligations of Walnut Grove Site Plan & Subdivision Improvement Agreement recorded November 28, 2012 at Reception No. 531672 , Amended and Restated Walnut Grove Site Plan and Subdivision Improvement Agreement recorded September 23, 2015 at Reception No. 554042 , First Amendment thereto recorded January 27, 2016 at Reception No. 556686 .

15. Terms, agreements, provisions, conditions and obligations of Affidavit of Tax Sale Notice recorded November 28, 2018 at Reception No. 582196 .

16. Terms, agreements, provisions, conditions and obligations of Affidavit of Tax Sale Notice recorded November 20, 2019 at Reception No. 590602 .

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DISCLOSURES

File No.: CT-401768

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Canyon Title Company, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against untiled Mechanic's and Materialmen's Liens.
D. The Company must receive payment of the appropriate premium.
E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

583450 B: 792 P: 237 WD
01/30/2019 12:11:01 PM Page 1 of 1 R: $13.00 D: $0.00
Dallas Schroeder Clerk/Recorder, Elbert County, CO

SPECIAL WARRANTY DEED

State Doc Fee
$0.00

THIS DEED, dated January 23, 2019 between **Elizabeth 28, LLC, a Colorado limited liability company** of the County of Elbert and State of Colorado, grantor, and Elizabeth 44, LLC, a Colorado limited liability company, whose legal address is 2200 So. Jasmine Street, Unit 109, Denver, CO 80222, of the County of Elbert and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Elbert and State of Colorado, described as follows:

Tract B, Walnut Grove Townhomes Planned Development as shown on Plat recorded November 28, 2012 at Reception No. 531671, County of Elbert, State of Colorado.

Also known by street and number as: Vacant Land, Elizabeth, CO 80107
Assessor's schedule or parcel number:

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

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

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

Elizabeth 28, LLC, a Colorado limited liability company
By Omid Shekarchian, as Manager

KAIVON K TOLOOEE
Notary Public
State of Colorado
Notary ID # 20144017646
My Commission Expires 04-25-2022

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me on January 23, 2019, by Omid Shekarchian, as Manager of Elizabeth 28, LLC, a Colorado limited liability company..

Witness my hand and official seal.

Notary Public
My commission expires 4-25-2022

File Number: CT163302

SPECIAL WARRANTY DEED

State Doc Fee $0.00

THIS DEED, dated this February 22nd, 2022 between **Elizabeth 28, LLC, a Colorado limited liability company**, of the County of Elbert and State of Colorado, Grantor, and Elizabeth 44, LLC, a Colorado limited liability company, whose legal address is 2200 So. Jasmine Street, #109, Denver, CO 80222, of the County of Denver, and State of Colorado , Grantee.

WITNESS, that the grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 ($10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Elbert and State of Colorado, described as follows:

Lots 1 through 28 inclusive, and Tract A, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT as shown on Plat recorded November 28, 2012 at Reception No. 531671, County of Elbert, State of Colorado.

Also known by street address as: Various, Elizabeth, CO 80107
APN:

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain and agree that the Grantor shall and will WARRANT THE TITLE AND FOREVER DEFEND the above described premises, *but not any adjoining vacated street or alley,* if any, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor except **taxes for the year , including all taxes now and heretofore assessed, not yet due or payable and subject to statutory exceptions as defined in CRS 38-30-113, revised.**

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

- Manager

Elizabeth 28, LLC, a Colorado limited liability company
By Omid Shekarchian, as Manager

owner

Elizabeth 28, LLC a Colorado limited liability company
By Allen Kay, as Owner

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this February 22, 2022 by Omid Shekarchian, as Manager and Allen Kay as Owner of Elizabeth 28, LLC, a Colorado limited liability company.

Witness my hand and official seal.

CARRIE L. QUINN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20014023568
My Commission Expires 7/31/2025

Notary Public

My commission expires: 07·31·2025

FILE NO. CT306676

Unibuilders LLC
Dba Walnut Grove

Date: June 1, 2023

To: Zach Higgins, Director of Community Development
Town of Elizabeth – Department of Community Development

From: David Ahmadabadi, Unibuilders LLC

RE: Letter of Authorization

Dear Mr. Higgins,

This letter is written to authorize Otto Burden with Colorado Civil Engineering to act as our agent in the application of our Sketch Plan, Preliminary Plan, Site Plan and Final Plat, along with any subsequent processes.

Sincerely,

Allen Kay 06-02-23

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2 day of JUNE, 2023, By Allen Kay,

As Board of Director for Unibuilders LLC.

Witness my official hand and seal.

My commission expires: Oct 14 2025

(SEAL)

VERAWATY MEDINA-RODRIGUEZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214040668
MY COMMISSION EXPIRES OCT 14, 2025

Verawaty

Notary Public

578652 B: 787 P: 515 ORDIN
06/25/2018 11:32:28 AM Page: 1 of 3 R 23.00 D
Dallas Schroeder Recorder, Elbert County, Co

ORDINANCE 18-03

AN ORDINANCE REZONING PROPERTY BY AMENDING THE PLANNED UNIT DEVELOPMENT GUIDE FOR THE PROPERTY LOCATED AT 120 E. WALNUT STREET TO BE KNOWN AS THE WALNUT SQUARE APARTMENTS PLANNED UNIT DEVELOPMENT (PUD)

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Findings of Fact.

A. The Town desires to rezone certain property within the Town of Elizabeth, Colorado, located at 120 E. Walnut Street by amending the Planned Unit Development Guide.

B. Public notice has been given of such rezoning pursuant to Section 16-4-10 of the Town of Elizabeth Municipal Code more than fifteen (15) days in advance of the public hearing.

C. A need exists for rezoning the Property by amending the Planned Unit Development Guide pursuant to Sections 16-1-190 and 16-1-240 of the Town of Elizabeth Municipal Code.

Section 2. The Property is hereby rezoned by amending the Planned Unit Development Guide for the Property, to be known as the Walnut Square Apartments Planned Unit Development (PUD) according to the amended Development Guide attached as **Exhibit A,** and incorporated herein by this reference.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform to the zoning change for the Property.

Section 4. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 5. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this 8 day of May, 2018.

Passed by a vote of 5 for and 1 against and ordered published.

Megan Vasquez, Mayor

ATTEST

~~Tina Boness~~, Interim ~~Deputy~~ Town Clerk
Michelle Oeser

TOWN OF ELIZABETH INCORPORATED SEAL SEPTEMBER 24, 1890 ELBERT COUNTY COLORADO

Exhibit A

Planned Unit Development Guide
Walnut Square Apartments

578652 B: 787 P: 515 ORDIN
06/25/2018 11:32:28 AM Page: 3 of 3 R 23.00 D
Dallas Schroeder Recorder, Elbert County, Co

PROJECT LOCATION: East of S. Elbert Street, south of Walnut Street, North of Maple Street and West of Dale Court. The site is located within Section 18, Township 8 South, Range 64 West, Sixth Principal Meridian, Town of Elizabeth, County of Elbert, State of Colorado.

GENERAL PURPOSE: Amend the current PUD to allow for the development of up to 44 apartments and townhouses with requisite drive lanes, on-site parking, site amenities and water quality structures. Dale Court functioning as an alley way to access the east entrance to proposed on-site parking.

UNDERLYING ZONING: Multi-Family Residence (R-3)

CHANGES TO UNDERLYING ZONING/ PUD ALLOWANCES:

HEIGHT RESTRICTION:
37' maximum height throughout property

SETBACKS:
0' setback adjacent to Walnut Street
0' setback adjacent to Elbert Street
10' setback adjacent to Maple Street

DENTSITY:
29 units / acre
(Total site is 1.568 acres)

MINIMUM WIDTH OF LOT: The minimum lot with is 197 feet

SITE AMENITIES:
1. On-site community room for tenants
2. Playground

OPEN SPACE: Given the size of the property, 1.568 acres, there will be no open space dedicated to the Town. Onsite open space will consist of 20% lot coverage including the playground and bio swales / raingardens.

Exhibit B

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪
www.townofelizabeth.org

TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

TO: Alexandra Cramer Community Development Town of Elizabeth
FROM: Mike DeVol, Town of Elizabeth Public Works Director
DATE: July 10, 2025
SUBJECT: Walnut Grove Review Comments Approval Public Works and JVA Engineering

---

Alexandra,
Public Works and JVA Engineering have reviewed the calculations supplied by Otto Burden for Water Meter and Water line sizing within the Walnut Grove project and have found that they have provided a 2 inch commercial water meter and 2 inch water service line for the apartments which is exactly what the Town Standards call for.

The Townhomes are proposed to be a 1 ½ inch commercial water meter and upsized to a 2 inch water service line to aid in alleviating head and pressure loss to feed the townhomes. Public Works and JVA Engineering believe this should prevent head loss and provide decent water pressure to the townhomes. Typically the water meter size should match the service line size to prevent head loss and pressure loss and the responsibility will fall on the developer/builder if there are any issues in the future.

Regards,

Mike DeVol
Town of Elizabeth
Public Works Director
303-913-6453
mdevol@townofelizabeth.org

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title: **Walnut Grove – Final Construction Documents**

Description: Proposed construction of one (1), 28-unit, three-story above grade & one-story below grade multi-family apartment building; sixteen (16), three-story townhomes, and a community building.

Review Sent Date: 07/29/2025 **Review Due by:** 07/29/2025

REFERRAL AGENCY	**Town Engineer**
Contact Name	**Martin Metsker**
Contact Email and Phone Number	**mmetsker@terracinadesign.com 720-854-9456**

COMMENTS:

1. **Engineering has no further comments.**

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title: **Walnut Grove Site Plan**

Description: Proposed construction of one (1), 28-unit, three-story above grade & one-story below grade multi-family apartment building; sixteen (16), three-story townhomes, and a community building.

Review Sent Date: 10/17/2024 **Review Due by:** 11/11/2024

REFERRAL AGENCY	**Stolfus & Associates, Inc**
Contact Name	**Max Rusch**
Contact Email and Phone Number	max@stolfusandassociates.com **303-221-2330**

COMMENTS:
Our original comments regarding the traffic impacts and access have been adequately addressed. We have no further comments.

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title: **Walnut Grove Final Plat**

Description: A vacation and replat of Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development

Review Sent Date: 10/17/2024 **Review Due by:** 11/11/2024

REFERRAL AGENCY	**Stolfus & Associates, Inc**
Contact Name	**Max Rusch**
Contact Email and Phone Number	**max@stolfusandassociates.com 303-221-2330**

COMMENTS:
Our original comments regarding the traffic impacts and access have been adequately addressed. We have no further comments.

From: Brooks Kaufman
To: Otto Burden
Cc: Alexandra Cramer; dave@unibuilders.com; Ali Kheirandish
Subject: RE: Walnut Grove - CORE landscape & irrigation plan comments
Date: Thursday, August 28, 2025 12:26:23 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

Otto

Sorry I didn't see the note. CORE approves the landscape and irrigation plans.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

www.core.coop.

ELECTRIC COOPERATIVE
The Energy to Thrive™

Book time to meet with me

From: Otto Burden <OBurden@ColoradoCivil.com>
Sent: Wednesday, August 27, 2025 7:16 AM
To: Brooks Kaufman <BKaufman@core.coop>
Cc: Alexandra Cramer <acramer@townofelizabeth.org>; dave@unibuilders.com; Ali Kheirandish <ali@unibuilders.com>
Subject: RE: Walnut Grove - CORE landscape & irrigation plan comments

[CAUTION:] This email is from an external source. Avoid clicking links or opening attachments unless you trust the sender and verify the content's safety.

Brooks,

As we discussed the irrigation plan is a concept not a hard layout. This is covered by a note. And the transformers typically go in first ensuring the irrigation lines will not be placed under them.

Otto

Sent from my Galaxy

-------- Original message --------
From: Brooks Kaufman <BKaufman@core.coop>
Date: 8/27/25 6:45 AM (GMT-07:00)
To: Otto Burden <OBurden@ColoradoCivil.com>
Cc: Alexandra Cramer <acramer@townofelizabeth.org>, dave@unibuilders.com, Ali Kheirandish <ali@unibuilders.com>
Subject: RE: Walnut Grove - CORE landscape & irrigation plan comments

Good morning Otto

The proposed main line irrigation is shown to be installed under a 3phase transformer. Please push it north.

Thanks

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title: **Walnut Grove Final Plat**

Description: A vacation and replat of Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development

Review Sent Date: 10/17/2024 **Review Due by:** 11/11/2024

REFERRAL AGENCY	**Building Department**
Contact Name	**Tom Pitchford**
Contact Email and Phone Number	tpitchford@safebuilt.com **303.941.4429**

COMMENTS: No Comments at this time

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title: **Walnut Grove Site Plan – 3rd Submittal**

Description: Proposed construction of one (1), 28-unit, three-story above grade & one-story below grade multi-family apartment building; sixteen (16), three-story townhomes, and a community building.

Review Sent Date: 06/24/2025 **Review Due by:** 07/08/2025

REFERRAL AGENCY	**Elizabeth Fire Protection District**
Contact Name	**Kara Gerczynski**
Contact Email and Phone Number	**kara@elizabethfire.org**

COMMENTS:

All comments on the site plan have been addressed. These will be notes on the building plans.

An automatic sprinkler system in accordance with NFPA 13/13R will be required throughout the apartment building in addition to the parking garage. An automatic sprinkler system in accordance with 13D will be required throughout the townhomes.

Radio Coverage - When the building is fully built, a test will be conducted to make sure that fire fighters have radio access throughout the building.

Impact Fees will need to be collected before the issuance of any building permits.

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title: **Walnut Grove Final Plat – 3rd Submittal**

Description: A vacation and replat of Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development

Review Sent Date: 06/24/2025 **Review Due by:** 07/08/2025

REFERRAL AGENCY	**Elizabeth Fire Protection District**
Contact Name	**Kara Gerczynski**
Contact Email and Phone Number	**303-646-3800 kara@elizabethfire.org**

COMMENTS:

All comments on the final plat have been addressed. These will be notes on the building plans.

An automatic sprinkler system in accordance with NFPA 13/13R will be required throughout the apartment building in addition to the parking garage. An automatic sprinkler system in accordance with 13D will be required throughout the townhomes.

Radio Coverage - When the building is fully built, a test will be conducted to make sure that fire fighters have radio access throughout the building.

Impact Fees will need to be collected before the issuance of any building permits.

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title: **Walnut Grove Final Plat**

Description: A vacation and replat of Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development

Review Sent Date: 10/17/2024 **Review Due by:** 11/11/2024

REFERRAL AGENCY	**Elizabeth Police Department**
Contact Name	**Jeff Engel**
Contact Email and Phone Number	jengel@townofelizabeth.org **303-646-4664**

COMMENTS:

In review of the plat, the Elizabeth Police Department has no issues in it's current format.

Exhibit C

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪
www.townofelizabeth.org

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

I, Nikki Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for one successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

September 18, 2025

and the last publication of said notice was in the issue of said newspaper dated;

September 18, 2025

and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.

Nikki Lister

Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

18 day of September, 2025

Jenna Lister

Notary Public

February 20, 2028

(My Notary Public Commission Expiration Date)

JENNIFER LISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244007249
MY COMMISSION EXPIRES FEBRUARY 20, 2028

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a final plat application for the project known as Walnut Grove Final Plat located on property described in Exhibit A and a site plan application for the project known as Walnut Grove Final Site Plan located on property described in Exhibit B and generally located at the southeast corner of Elbert and Walnut Street pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on October 7, 2025 at 6:30 p.m. and Board of Trustees on October 14, 2025 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND

EXHIBIT A (legal description)

A vacation and replat of Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development Final Plat, situated in the northeast quarter of Section 18, Township 8 South, Range 64 West of 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado

EXHIBIT B (legal description)

A vacation and replat of Lots 1-28 and Tracts A & B, Walnut Grove Townhomes Planned Development Final Plat, situated in the northeast quarter of Section 18, Township 8 South, Range 64 West of 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado

Published September 18, 2025
In Ranchland News
Legal No. 343

From:	Dave Ahmadabad
To:	Alexandra Cramer; Dianna Hiatt
Cc:	Otto Burden; Ali Kheirandish; Elham Zare
Subject:	Re: FW: Public Noticing - Walnut Grove
Date:	Tuesday, September 23, 2025 6:41:40 PM
Attachments:	image001.png Elizabeth-Sign-Affidavit-notarized-AFFIDAVIT O COPMLIANCE WITH ELIZABETH MUNICIPAL CODE SECTION9-22-25.pdf

---

Hello Alexandra and Dianna,

As a matter of fact, the signs were done yesterday and certified mails receipts just arrived from USPS.

Please see attached for the notarized affidavit and photos and the mail receipts below.

Re,

USPSlogo

SULLIVAN
8700 E JEFFERSON AVE
DENVER, CO 80237-9998
www.usps.com

09/23/2025 05:33 PM

TRACKING NUMBERS

9589 0710 5270 3275 7325 05
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Product	Qty	Unit Price	Price
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Certified Mail® Tracking #: 9589 0710 5270 3275 7325 05			$5.30
Total			$6.08
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Total			$6.08
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Fri 09/26/2025
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Total $6.08

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Fri 09/26/2025
Certified Mail® $5.30
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Elizabeth, CO 80107
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Elizabeth, CO 80107
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Total $6.08

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Estimated Delivery Date
Fri 09/26/2025
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Total $6.08

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Total $6.08

First-Class Mail® 1 $0.78
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Elizabeth, CO 80107
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Total $6.08

First-Class Mail® 1 $0.78
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Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7323 38
Total $6.08

First-Class Mail® 1 $0.78

Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7323 21
Total $6.08

Grand Total: $103.36

Credit Card Remit $103.36
Card Name: AMEX
Account #: XXXXXXXXXXXX1012
Approval #: 861645
Transaction #: 788
AID: A000000025010801 Chip
AL: AMERICAN EXPRESS
PIN: Not Required

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9589 0710 5270 3275 7300 13
9589 0710 5270 3275 7322 60
9589 0710 5270 3275 7322 53
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9589 0710 5270 3275 7322 39
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9589 0710 5270 3275 7322 08
9589 0710 5270 3275 7321 85
9589 0710 5270 3275 7321 78
9589 0710 5270 3275 7321 61

9589 0710 5270 3275 7321 54
9589 0710 5270 3275 7321 47
9589 0710 5270 3275 7321 30
9589 0710 5270 3275 7321 23
9589 0710 5270 3275 7321 16
9589 0710 5270 3275 7320 86
9589 0710 5270 3275 7320 79
9589 0710 5270 3275 7321 09
9589 0710 5270 3275 7320 93

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PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.30 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78
Certified Mail® Tracking #: 9589 0710 5270 3275 7322 77			$5.30
Total			$6.08
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.30 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78
Certified Mail® Tracking #: 9589 0710 5270 3275 7300 13			$5.30
Total			$6.08
First-Class Mail®	1		$0.78

Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 60
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 53
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 46
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 39
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30

Tracking #:
9589 0710 5270 3275 7322 22
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 15
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 08
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 85
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 78
Total $6.08

First-Class Mail® 1 $0.78
Letter

Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 61
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 54
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 47
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 30
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:

9589 0710 5270 3275 7321 23
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 16
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7320 86
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7320 79
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 09
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107

Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7320 93
Total $6.08

Grand Total: $127.68

Credit Card Remit $127.68
Card Name: AMEX
Account #: XXXXXXXXXXXX1012
Approval #: 889349
Transaction #: 970
AID: A000000025010801 Chip
AL: AMERICAN EXPRESS
PIN: Not Required

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9589 0710 5270 0057 8641 57
9589 0710 5270 0057 8641 64
9589 0710 5270 0057 8643 24
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9589 0710 5270 0057 8643 17
9589 0710 5270 0057 8641 26
9589 0710 5270 3275 7321 92
9589 0710 5270 3275 7323 14
9589 0710 5270 3275 7323 07

9589 0710 5270 3275 7322 91
9589 0710 5270 3275 7322 84

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PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78
Certified Mail® Tracking #: 9589 0710 5270 0057 8641 33			$5.30
Total			$6.08
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.30 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78
Certified Mail® Tracking #: 9589 0710 5270 0057 8641 40			$5.30
Total			$6.08
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.30 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78
Certified Mail® Tracking #:			$5.30

9589 0710 5270 0057 8641 57
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8641 64
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8643 24
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8643 00
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8643 48
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107

Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8643 17
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8641 26
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7321 92
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7323 14
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7323 07

Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 91
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 3275 7322 84
Total $6.08

Grand Total: $85.12

Credit Card Remit $85.12
Card Name: AMEX
Account #: XXXXXXXXXXXX1012
Approval #: 802298
Transaction #: 967
AID: A000000025010801 Chip
AL: AMERICAN EXPRESS
PIN: Not Required

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9589 0710 5270 0057 8639 76
9589 0710 5270 0057 8639 83
9589 0710 5270 0057 8639 90
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9589 0710 5270 0057 8640 27
9589 0710 5270 0057 8640 34
9589 0710 5270 0057 8640 41
9589 0710 5270 0057 8640 58
9589 0710 5270 0057 8640 65
9589 0710 5270 0057 8640 72

9589 0710 5270 0057 8640 89
9589 0710 5270 0057 8640 96
9589 0710 5270 0057 8641 02
9589 0710 5270 0057 8641 19

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PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78
Certified Mail® Tracking #: 9589 0710 5270 0057 8639 69			$5.30
Total			$6.08
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78
Certified Mail® Tracking #: 9589 0710 5270 0057 8639 76			$5.30
Total			$6.08
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.40 oz Estimated Delivery Date Fri 09/26/2025	1		$0.78

Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 83
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 90
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 03
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 10
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 27
Total $6.08

First-Class Mail® 1 $0.78

Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 34
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 41
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 58
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 65
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30

Tracking #:
9589 0710 5270 0057 8640 72
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 89
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8640 96
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8641 02
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Fri 09/26/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8641 19
Total $6.08

Grand Total: $97.28

Credit Card Remit $97.28
Card Name: AMEX
Account #: XXXXXXXXXXX1012
Approval #: 886769
Transaction #: 966
AID: A000000025010801 Chip
AL: AMERICAN EXPRESS
PIN: Not Required

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9589 0710 5270 0057 8643 55
9589 0710 5270 0057 8643 62
9589 0710 5270 0057 8643 79
9589 0710 5270 0057 8639 07
9589 0710 5270 0057 8639 14
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9589 0710 5270 0057 8639 45
9589 0710 5270 0057 8639 38
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Product	Qty	Unit Price	Price
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.40 oz Estimated Delivery Date Thu 09/25/2025	1		$0.78
Certified Mail® Tracking #: 9589 0710 5270 0057 8643 31			$5.30
Total			$6.08
First-Class Mail® Letter Elizabeth, CO 80107 Weight: 0 lb 0.40 oz Estimated Delivery Date Thu 09/25/2025	1		$0.78

Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8643 55
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8643 62
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8643 79
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 07
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 14
Total $6.08

First-Class Mail® 1 $0.78

Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 21
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 45
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 38
Total $6.08

First-Class Mail® 1 $0.78
Letter
Elizabeth, CO 80107
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 09/25/2025
Certified Mail® $5.30
Tracking #:
9589 0710 5270 0057 8639 52
Total $6.08

Grand Total: $60.80

Credit Card Remit $60.80
Card Name: AMEX
Account #: XXXXXXXXXXXX1012
Approval #: 866416

Transaction #: 858
AID: A000000025010801 Chip
AL: AMERICAN EXPRESS
PIN: Not Required

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On 9/23/2025 2:31 PM, Alexandra Cramer wrote:

Hi Otto and Dave,

Just sending a friendly reminder that the public noticing must go out today, that includes the mailings and signage. If there are any questions, please let me know.

Thank you,

Alexandra Cramer, AICP
Planner / Project Manager
Elizabeth, CO. 80107
Phone: 303-646-4166 ext. 503
acramer@townofelizabeth.org

From: Alexandra Cramer
Sent: Tuesday, September 16, 2025 3:51 PM
To: Otto Burden <oburden@coloradocivil.com>; Dave Ahmadabad <dave@unibuilders.com>
Cc: Dianna Hiatt <DHiatt@townofelizabeth.org>
Subject: Public Noticing - Walnut Grove

Hi Otto and Dave,

The public hearings for the Walnut Grove Final Plat and Site Plan have been scheduled for the Planning Commission on October 7th at 6:30PM and the

Board of Trustees on October 14th at 7PM. The notice was sent to the newspaper to be published this Thursday. The remaining public noticing will be your obligation and **must be completed no later than Tuesday, September 23rd** in order to meet the 15 calendar day requirement. All required affidavits can be sent over to me by Thursday, September 25th. See below for our most up to date requirements. If there are any questions, please let me know.

1. Mailed Notices (15 calendar days before hearing)

- Send written notice by regular first-class mail to all property owners within 500 feet of your project site (no longer need to be certified mailing)
- Include the complete public hearing notice and a narrative describing your proposed land use application
- Provide an affidavit listing all addresses and property owners who received notices
- **Submit all documentation to me by Thursday, September 25th**

2. On-Site Signage (15 calendar days before hearing)

- Post at least one sign facing each adjacent public right-of-way
- Signs must be minimum 3' x 4' with 3-inch high lettering, mounted at least 4 feet above ground
- Lettering must be clearly visible from the street
- Signs should include hearing date, time, application type, and Town contact information (see language below)

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the property upon which this sign is posted shall be considered at public hearings for (type of application request) pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the (Name of Board) on (date), (year) at (time a.m./p.m.), or as soon as possible thereafter. The public hearing shall be held in Chambers for the Town of Elizabeth. Further information is available through the Town Community Development Department at (303) 646-4166.

ALL INTERESTED PERSONS MAY ATTEND.

3. Sign Documentation

- Provide a notarized affidavit confirming sign posting (see below)
- Include a photo of the posted sign with your affidavit

- **Submit to me by Thursday, September 25th**

SIGN POSTING AFFIDAVIT

(Attach Photo Here)

_____, The above sign was posted on (date) pursuant to the Town of Elizabeth Land Development Code, by (Applicant or Representative).

_____

Signature

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20___,

by _____.

My commission expires: _____.

(SEAL)

_____

Notary Public

Alexandra Cramer, AICP
Planner / Project Manager
Elizabeth, CO. 80107
Phone: 303-646-4166 ext. 503
acramer@townofelizabeth.org

AFFIDAVIT OF COMPLIANCE WITH ELIZABETH MUNICIPAL CODE SECTION 16-4-30(c)

Allen Kay, being over the age of twenty-one (21) and duly sworn upon my oath, states as follows:

1. I am the applicant or applicant representative in the Town of Elizabeth land use application known as Walnut Grove under the entity name Elizabeth44 LLC

2. I caused the attached notice of public hearing in this matter to be sent with the language required by Elizabeth Municipal Code section 16-4-30(c) via regular first class mail to the following property owners at the following addresses, which constitute all such property owners within 500 feet of the site for which the land use application has been made:

as identified and described attached,

3. In doing so, I specifically sent such notices via regular first class mail with proper postage affixed to each mailing, and such notices were deposited for mailing on Sept 22nd 2025

FURTHER AFFIANT SAYETH NAUGHT.

By: Allen Kay

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this 22 day of Sept, 20__, by Allen KAY.

Witness my hand and official seal.

My commission expires:
(SEAL)

By: Verawaty

VERAWATY MEDINA-RODRIGUEZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214040668
MY COMMISSION EXPIRES OCT 14, 2025

NOTICE OF PUBLIC HEARINGS
ALL INTERESTED PERSONS
MAY ATTEND.

NOTICE OF PUBLIC HEARINGS
ALL INTERESTED PERSONS
MAY ATTEND.

NOTICE OF PUBLIC HEARING
ALL INTERESTED PERSONS
MAY ATTEND

ORDINANCE 25-11

AN ORDINANCE VACATING DALE COURT, A TOWN ROADWAY

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Pursuant to C.R.S. § 43-2-303, the Town of Elizabeth hereby vacates Dale Court as more particularly described in **Exhibit A**, attached hereto and incorporated by this reference (collectively, the "Vacated Property").

Section 2. Pursuant to C.R.S. § 43-2-303(3), the Town hereby reserves for continued use an easement for utility purposes within the property described in **Exhibit A**, and thus no permanent structures that prevent access to such utilities may be constructed within the Vacated Property.

Section 3. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 4. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2025.

Passed by a vote of _____ for and _____ against and ordered published.

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

DALE COURT VACATION

A PARCEL OF PROPERTY BEING PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ELBERT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT AS DESCRIBED IN RECEPTION NO. 531671 IN ELBERT COUNTY RECORDS AND CONSIDERING THE EAST LINE OF SAID WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT TO BEAR S09°22'58”E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N80°19'44”E A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF BLOCK 28, ELIZABETH PHILLIPS ADDITION;

THENCE S09°22'58”E A DISTANCE OF 197.79 TO THE SOUTHWEST CORNER OF LOT 5 GRIMES MINOR REPLAT AS RECORDED IN RECEPTION NO. 548859 OF THE ELBERT COUNTY RECORDS;

THENCE S80°19'58”W A DISTANCE OF 16.00 FEET TO THE SOUTHEAST CORNER OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT AS DESCRIBED IN RECEPTION NO. 531671 IN ELBERT COUNTY RECORDS,

THENCE N09°22'58”W A DISTANCE OF 197.79 TO THE NORTHEAST CORNER OF SAID WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, ALSO BEING THE POINT OF BEGINNING.

SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.

ELIJAH FRANE, CO PS #38376
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES:

1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.
3. SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.
4. 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.

encompass
Providing Solutions

2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: MBB/CHK: ERF	DATE: 8/27/2024
PROJECT NO: 66368	SCALE:

VACATION EXHIBIT

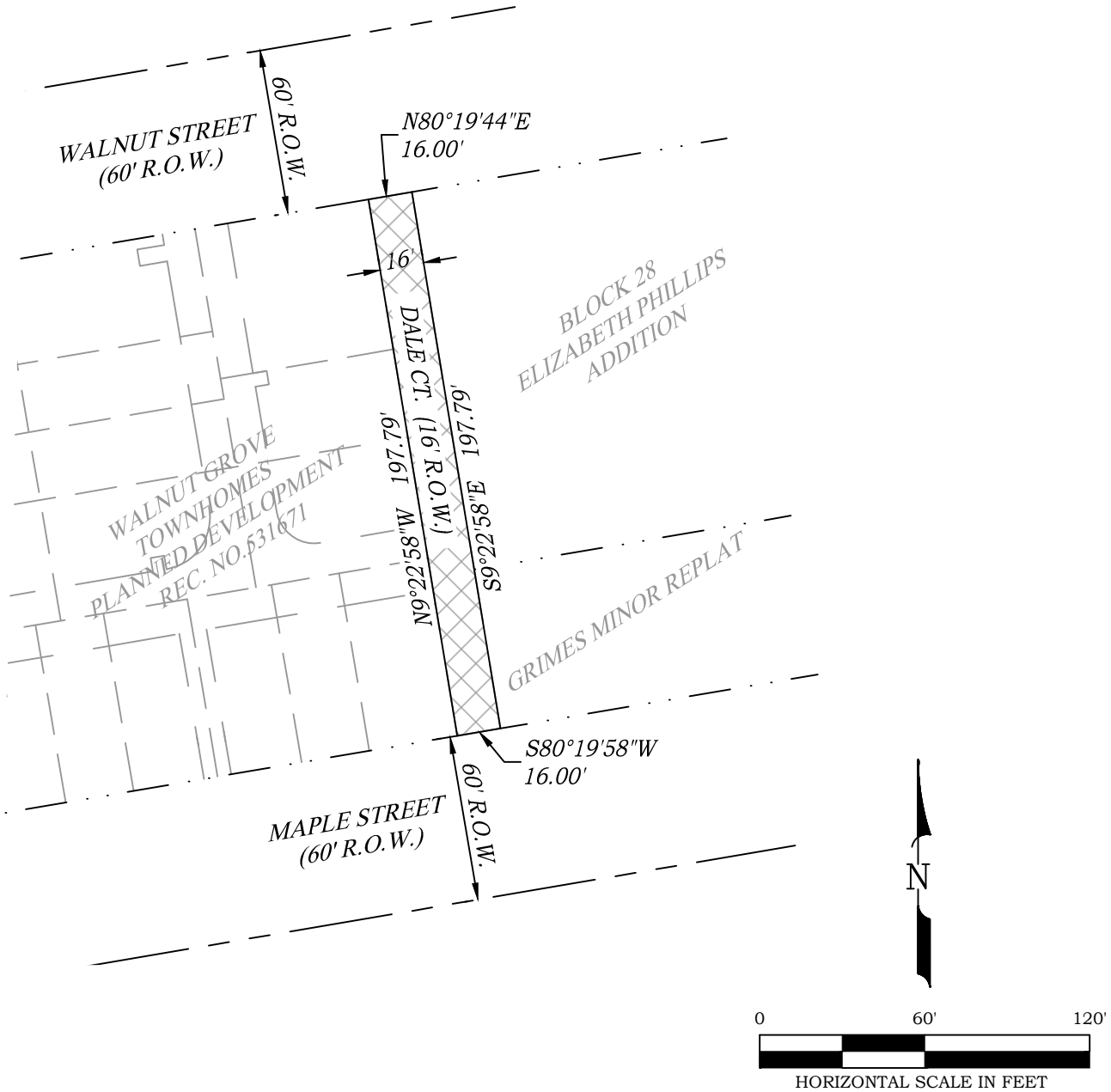
SHEET 1 OF 2

DRAWING NO. VACATION EXHIBIT

Z:\SHARED\PROJECTS\00000 – CIVIL PROJECTS\66368 – OTTO BURDEN – WALNUT GROVE MINOR SUB\04 – DRAWINGS\01 – WORKING\66368 – VACATION EXHIBIT.DWG

EXHIBIT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST, 6TH P.M.
ELBERT COUNTY, COLORADO



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Providing Solutions

2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: MBB/CHK: ERF	DATE: 8/27/2024
PROJECT NO: 66368	SCALE: 1" = 60'

VACATION EXHIBIT

SHEET 2 OF 2

DRAWING NO. VACATION EXHIBIT

Z:\SHARED\PROJECTS\00000 – CIVIL PROJECTS\66368 – OTTO BURDEN – WALNUT GROVE MINOR SUB\04 – DRAWINGS\01 – WORKING\66368 – VACATION EXHIBIT.DWG

RESOLUTION 25R33

A RESOLUTION APPROVING THE FINAL PLAT FOR WALNUT GROVE LOCATED AT E MAPLE STREET AND S ELBERT STREET

WHEREAS, Unibuilders, represented by Otto Burden, PE, has submitted an application for Final Plat approval for Walnut Grove, located at the southeast corner of E Walnut Street and S Elbert Street; and

WHEREAS, the Final Plat reconfigures the previously approved Walnut Grove Townhomes Planned Development from 28 lots and 2 tracts into 5 lots and 1 tract on 1.59 acres to accommodate 44 residential units; and

WHEREAS, the application has been reviewed in accordance with Section 16-3-60 of the Elizabeth Municipal Code and found to meet all applicable requirements; and

WHEREAS, the Planning Commission reviewed the application on October 7, 2025;

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

Section 1. The Board of Trustees hereby approves the Final Plat for Walnut Grove, as shown in Exhibit A attached hereto.

Section 2. This approval is contingent upon the recordation of Ordinance 25-11 vacating Dale Court.

PASSED, APPROVED, and ADOPTED this 14th day of October 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

Exhibit A

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

PROPERTY DESCRIPTION:

A PARCEL OF LAND BEING LOTS 1 THROUGH 28 AND TRACTS A & B WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, COUNTY OF ELBERT, STATE OF COLORADO LOCATED IN PART OF SECTION 18, TOWNSHIP 8, RANGE 64 WEST OF THE 6TH PRINCIPLE MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO AS RECORDED UNDER RECEPTION NO. 531671, PLAT BOOK 13 AT PAGE 70, CONTAINING 68,305 SQ.FT. OR 1.568 ACRES MORE OR LESS. TOGETHER WITH 1/2 OF THE VACATED ALLEY AS SHOWN ON RECEPTION NO. _____

CONTAINING 1.59 ACRES ±, A TOTAL OF 5 LOTS AND 1 TRACT.

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, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF WALNUT GROVE MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE 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. 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

_____
(ELIZABETH 44, LLC)

BY:_____

TITLE:_____

ATTEST
SECRETARY _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OR _____, 20___, BY _____

WITNESS MY HAND AN OFFICIAL SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION:

I / WE _____,
OF_____DO HEREBY CERTIFY THAT I / WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

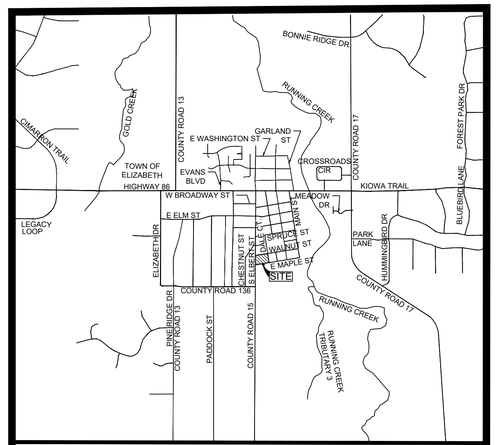
_____ ____ _____
DATE COMPANY NAME

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISION ON _____DAY OF _____, 20_____, A.D.

_____
CHAIR, PLANNING COMMISSION

"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."



KEY MAP
SCALE: 1" = 2000'

GENERAL NOTES:

1. BASIS OF BEARINGS: CONSIDERING THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 18 TO HAVE AN ASSUMED BEARING OF N00°24'23"W AND MONUMENTED AS SHOWN HEREON.

2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, 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 AUGUST 2019.

5. THE UNITS OF MEASUREMENT FOR THIS PLAT ARE US SURVEY FOOT WHICH IS EQUIVALENT TO ONE METER = 3.28084 FEET.

6. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A LOT, UNTIL A SITE PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.

7. CURRENT ZONING IS PLANNED DEVELOPMENT (PD).

8. BASED UPON FEMA FLOODPLAIN MAP PANEL 08039C0480C DATED 3/17/2011 THE SUBJECT PARCEL LIES WITHIN ZONE X AND IS THEREFORE NOT LOCATED WITHIN THE FLOODPLAIN.

9. "TRACT A" TO BE USED FOR WATER DETENTION AND WATER QUALITY POND AND WILL BE MAINTAINED BY HOME OWNERS ASSOCIATION.

10. WALNUT GROVE WILL NOT INSTALL ANY FEATURE/IMPROVEMENT THAT PREVENTS UTILITY COMPANIES FROM MAINTAINING THEIR RESPECTIVE UNDERGROUND UTILITIES.

11. A UTILITY EASEMENT IS RESERVED OVER THE VACATED DALE COURT RIGHT-OF-WAY FOR UTILITY PURPOSES, WHICH MAY BE USED BY, BUT IS NOT LIMITED TO, TOWN OF ELIZABETH, BLACKHILLS ENERGY, AND CORE ELECTRIC.

TRACT TABLE

TRACT NAME	*AREA*	*MAINTENANCE*	*OWNERSHIP*
TRACT A	*0.12 ACRES*	*HOA*	*HOA*
LOT 1	*0.74 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 2	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 3	*0.22 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 4	*0.16 ACRES*	*HOA*	*PRIVATELY OWNED*
LOT 5	*0.13 ACRES*	*HOA*	*HOA*

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, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

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

_____
MAYOR, TOWN OF ELIZABETH

ATTEST:
TOWN CLERK _____
SIGNATURE

THE STREETS AND ROADS, LOTS, TRACTS, PARCELS AND EASEMENTS SHOWN ON THE PLAT OF WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT, FINAL PLAT , RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #531671 ARE HEREBY VACATED THIS ____ DAY OF _____, 20___.

_____

Mayor, Town of Elizabeth

Attest: _____

Town Clerk

SURVEYOR'S CERTIFICATION:

I, ELIJAH FRANE, 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 AUGUST 29, 2019, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20__.

_____
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
(PRINTED NAME)_____

ELIJAH FRANE PLS#38376

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
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_____.

(NAME)_____
ELBERT COUNTY CLERK AND RECORDER

CLIENT: UNIBUILDERS
2200 S. JASMINE ST UNIT 109
DENVER, CO 80222

ENGINEER: COLORADO CIVIL ENGINEERING
41435 COUNTRY ROSE CIRCLE
PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/29/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

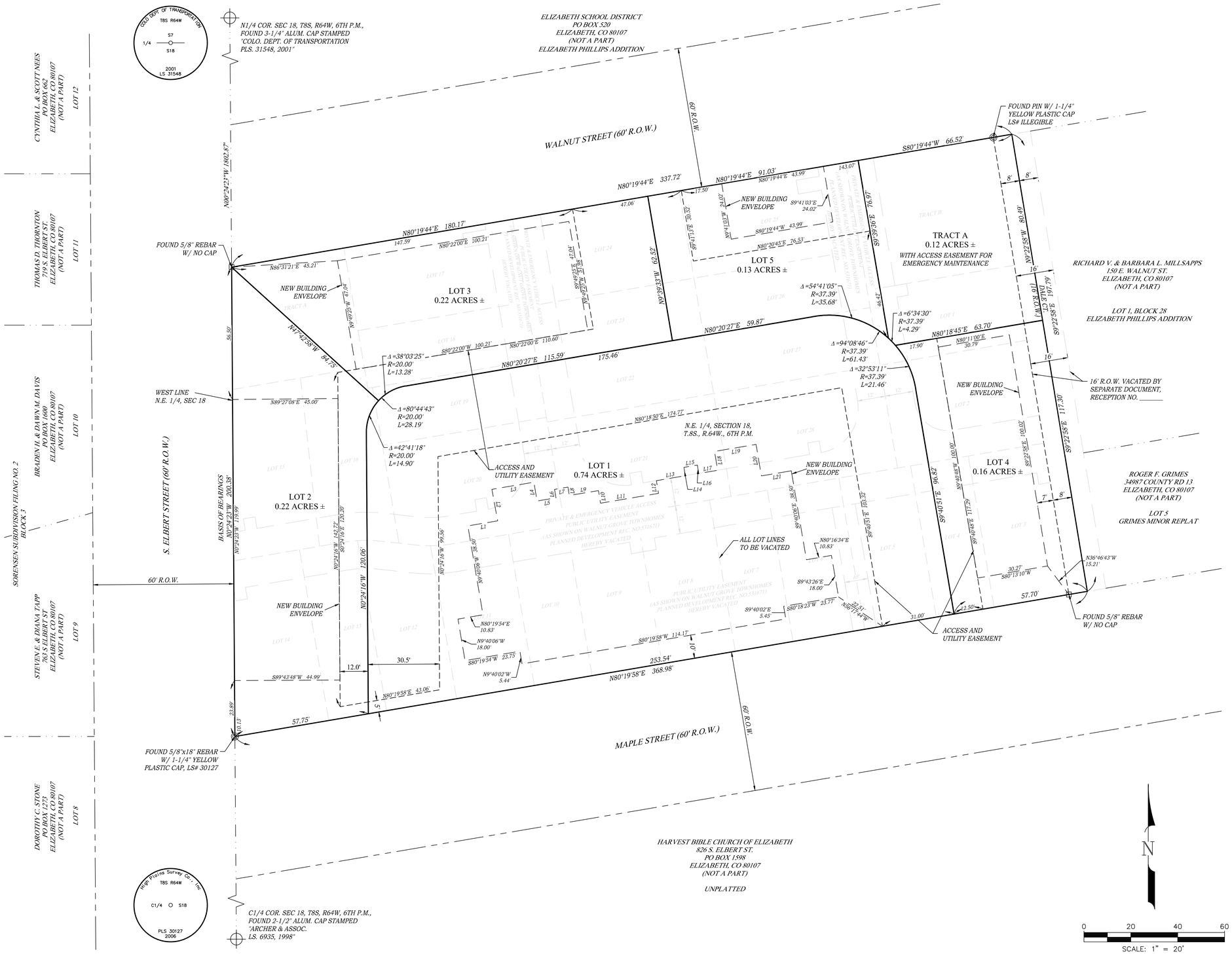
DRAWN BY: MBH	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE:
FIELD WORK COMPLETED: 8/29/2019		SHEET 1 OF 2

D:\COLORADO CIVIL ENGINEERING\CCE - VAULT\147 WALNUT GROVE\SURVEYOR FILES\09-29-2025 PLAT\66368 - WALNUT GROVE SUBDIVISION.DWG

WALNUT GROVE FINAL PLAT

A VACATION AND REPLAT OF LOTS 1–28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT

PART OF THE N.E. 1/4 OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N80°19'54"E	12.92'
L2	N10°27'18"W	13.66'
L3	N80°19'54"E	18.18'
L4	S09°40'06"E	8.16'
L5	N80°19'54"E	8.19'
L6	N09°40'06"W	3.66'
L7	N80°19'54"E	5.81'
L8	S09°13'05"E	3.64'
L9	N80°24'39"E	12.58'
L10	S09°40'06"E	5.47'
L11	N80°18'14"E	25.08'
L12	N09°40'06"W	5.46'
L13	N80°02'19"E	12.50'
L14	N08°48'57"W	3.60'
L15	N80°19'54"E	5.81'
L16	S09°40'06"E	3.66'
L17	N80°19'54"E	8.19'
L18	N09°40'06"W	8.16'
L19	N80°19'54"E	17.98'
L20	S09°42'43"E	13.66'
L21	N80°19'54"E	12.92'

LEGEND:

- PROPOSED LOT LINE
- LOT LINE TO BE VACATED
- NEW EASEMENT LINE
- EASEMENT LINE TO BE VACATED
- EXISTING RIGHT OF WAY LINE
- NEW BUILDING ENVELOPE

CLIENT: UNIBUILDERS
2200 S. JASMINE ST UNIT 109
DENVER, CO 80222

ENGINEER: COLORADO CIVIL ENGINEERING
41435 COUNTRY ROSE CIRCLE
PARKER, CO 80138

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/04/2024	TOWN COMMENTS
2	02/17/25	REMOVE CORE EASEMENTS
3	09/25/25	COMMENTS

encompass
Providing Solutions
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRAWN BY: MBB	PROJECT NO. 66368	
CHECKED BY: ERF	DATE: 8/27/2024	SCALE: 1" = 20'
FIELD WORK COMPLETED: 8/29/2019		SHEET 2 OF 2

D:\COLORADO CIVIL ENGINEERING\CCE - VAULT\1347 WALNUT GROVE\SURVEYOR FILES\09-29-2025 PLAT\66368 - WALNUT GROVE SUBDIVISION.DWG

RESOLUTION 25R34

A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN FOR WALNUT GROVE LOCATED AT E MAPLE STREET AND S ELBERT STREET

WHEREAS, Unibuilders, represented by Otto Burden, PE, has submitted an application for Site Plan approval for Walnut Grove, located at the southeast corner of E Walnut Street and S Elbert Street; and

WHEREAS, the application has been reviewed in accordance with Sections 16-2-10 through 16-2-100 of the Elizabeth Municipal Code and found to meet all applicable requirements; and

WHEREAS, the Planning Commission reviewed the application on October 7, 2025;

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

Section 1. The Board of Trustees hereby approves the Site Plan for Walnut Grove, attached hereto as Exhibit A.

PASSED, APPROVED, and ADOPTED this 14th day of October 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

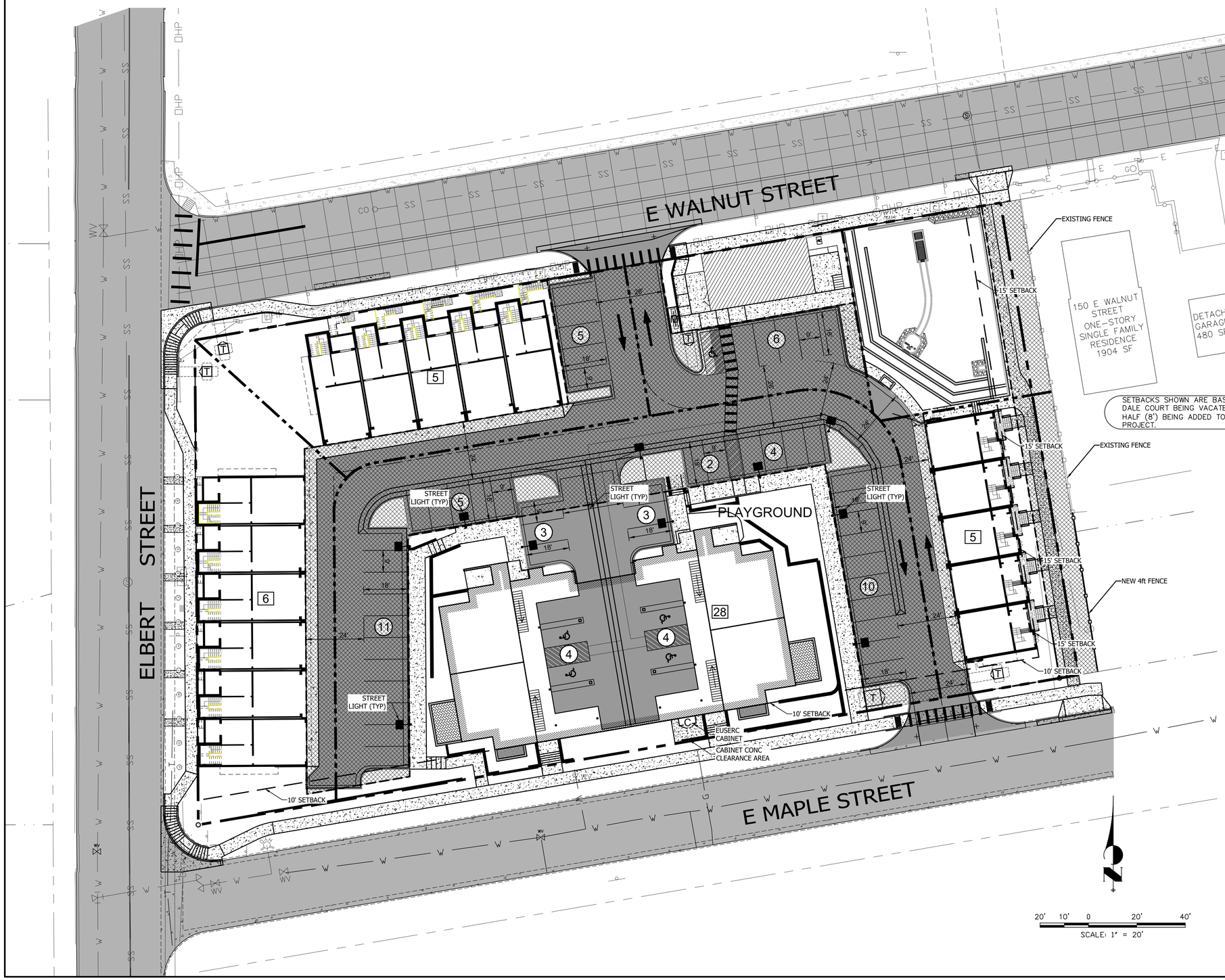
ATTEST:

_____
Michelle M. Oeser, Town Clerk

WALNUT GROVE

FINAL SITE PLAN

A VACATION AND REPLAT OF LOTS 1-28 AND TRACTS A & B, WALNUT GROVE TOWNHOMES PLANNED DEVELOPMENT
PART OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST, 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



EASEMENT

ACCESS AND UTILITY EASEMENT

NOTES

ALL PROPOSED OUTDOOR LIGHTING SHALL COMPLY WITH THE TOWN LAND USE AND DEVELOPMENT CODE LIGHTING REQUIREMENTS OR THE DESIGN REVIEW STANDARDS AND GUIDELINES, WHICHEVER IS MORE RESTRICTIVE.

PARKING CALCULATIONS

REQUIRED PARKING SPACES = 44X 2 = 88

PARKING SPACES PROVIDED = 88

OPEN SPACE CALCULATIONS

PLAT BOUNDARY AREA = 71,467 SF

OPEN SPACE AREA = 15,713 SF

PERCENT OPEN SPACE = 22%

CCE Colorado Civil Engineering, LLC
41435 Country Rose Circle
Parker, Colorado 80138
303-708-1930

PREPARED FOR:
UNIBUILDERS
2200 S JASMINE ST UNIT 109
DENVER, CO 80222-5708

WALNUT GROVE
ELIZABETH, COLORADO

JOB NO.	1347
DESIGN BY:	OB
ISSUE DATE:	10/01/24

REVISIONS:
1.) INITIAL SUBMITTAL 10/01/2024
2.) RESUBMITTAL 03/07/2025
3.) RESUBMITTAL 05/21/2025
4.) ADDED PKG SPACE 08/04/2025

FINAL SITE PLAN

C 1

SHEET: 1 OF 1

From:	Patrick Davidson
To:	Angela Ternus; Tracy Hutchins; Loren Einspahr; Michael Schroder; Dave Conley; Steve Gaither; Cynthia Thye
Cc:	Patrick Davidson
Subject:	Weekly Update 9-19-2025
Date:	Friday, September 19, 2025 10:39:00 AM
Attachments:	image001.png image002.png image003.png image004.png

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Good morning, Mayor, Mayor Pro Tem, and Members of the Board of Trustees. Attached is your weekly update.

September 23 Workshop. A budget workshop is currently set for our next meeting, beginning at 6:00PM. The current draft of the budget has been previously provided on September 12th, and I have received no additional input from either the Board or Department Heads. The workshop will provide an opportunity to walk through the budget again to answer any questions or concerns. Please recall that the Draft Budget must be formally submitted to the Board of Trustees and posted on-line before October 15th to ensure compliance with Colorado Law. Regardless, it is still the draft and subject to revision in the weeks that would follows. Additionally, because the meeting on the 23rd is relatively light, Corey will not be attending the meeting on Tuesday. Corey will be present for both meetings in October as I believe his presence will be helpful for upcoming items on those agendas.

Possible Annexation. Staff have been contacted by a property owner with regards to the annexation of 160 acres +/- into the Town of Elizabeth. The property owner is anticipating largely commercial development, but also likely some larger-lot residential. The owner and developer is working through their own analysis of development but will be requesting time before the Board soon to have a discussion of the proposal. [Likely the November 12, 2025, workshop.] This discussion would occur prior to taking any formal action of application, etc.

Compensation Study. As noted last week, the draft compensation study is largely complete. If you have not reviewed the document yet, it was email on September 9th. The final draft is coming out shortly, and I will provide the same with a summary cover memo. A representative of Paypoint HR has asked for a workshop on Monday, October 20, 2025, at 6:00PM to discuss the study, results, and to answer any questions you may have on the study. Staff will be seeking general guidance as to how to proceed that evening. Should the Board seek additional time and/or information, we have allotted time on October 28, 2025, during the regular board meeting as well. I do expect that staff beyond Department Heads will be in attendance for both meetings.

Meeting with Brooke Jacobson. You will recall that Ms. Jacobson provided a letter to the Board seeking to amend the Town Code to allow pot-bellied pigs to be exempted from the Town's ordinances prohibiting swine. Ms. Jacobson requested a meeting with Michelle and I

to better understand the Town Code, the process of amendment, and other related concerns. I would anticipate that Ms. Jacobson will seek time on a future agenda to discuss an amendment to the Code. For ready reference, the section of the Code is 16-1-205(c) that would need to be amended, and states: "The keeping of swine, of any species, including any species of pig, is not permitted within the corporate limits of the Town unless otherwise provided by this Code." To the best of our knowledge, there are no other provisions within the Code which would allow this exception.

Don't forget the movie tonight and have a great weekend!

Patrick

Patrick G. Davidson, Town Administrator
151 S. Banner Street
Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org

From:	Patrick Davidson
To:	Angela Ternus; Tracy Hutchins; Loren Einspahr; Michael Schroder; Dave Conley; Steve Gaither; Cynthia Thye
Cc:	Patrick Davidson
Subject:	Weekly Update for 9-24-2025
Date:	Friday, September 26, 2025 9:35:31 AM
Attachments:	image001.png image002.png image003.png image004.png Tree #3.jpg

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Good morning, Mayor Ternus, Mayor Pro Tem Hutchins, and Members of the Board of Trustees. Here is your weekly update:

CORE Electric Meeting. I was asked to participate in CORE's "CEO Connects" meeting on Wednesday morning in Sedalia. It was an opportunity visit with Pam Feuerstein, CORE's CEO, Mandi Lesher, CORE's Chief Member Experience Officer, Rob Osborn, Director of Business Development, and Angie Bedolla, Local Government and Business Relations Manager, as well as other co-op members such as Bennett, Arapahoe County, and private enterprise. The breakfast discussion centered on upcoming challenges for CORE dealing with the ebb and flow of green development, fire mitigation, meeting members power demands, and the impact of data processing facilities and their electrical demands.

Second Possible Annexation. As mentioned in the 9-19-2025, Alex and I met with a party regarding the possible annexation of acreage into the Town. On Monday I had a meeting with a second party who is interested in annexation. The second party is interested in perhaps proceeding with further discussions before the end of the year. We will be looking at an Executive Session in the next few weeks for further discussions.

Pine Ridge Metro District – Wastewater – Follow Up. You may recall that in June we discussed the Board's interest in accepting wastewater from the Pine Ridge Metro District. During that meeting, the Board had instructed staff to proceed with negotiations regarding the number of homes, tap fees, line installation, and design standards. Director DeVol and I are working with the developer to start to narrow down the design and other concerns with the project. I hope to have an agreement for the Board within the next several months and will keep you posted.

23rd Judicial District Task Force. The PD has been asked to assist and participate in the 23rd Judicial District's "Internet Crimes Against Children Task Force". Participation in the task force does not require a monetary commitment by the Town, but rather the willingness to assign an officer as may be necessary to assist with the other agencies involved. For point of reference, Douglas County has received over 100 tips last year directly related to internet crimes against children. These issues exist within the 23rd Judicial District and within Elizabeth. PD will plan on participating unless the Board has any concerns moving forward.

CORE Electric – Main Street. We have been working with CORE to finalize the installation of transformers and associated pedestals on Main Street and The Depot to finalize electrical installation. We have had a couple of starts and stops, but we are basically all good to go now. CORE has made this a priority to get completed so things are moving forward again.

HAM Radio Repeater. Director DeVol has worked with the Parker Radio Association for the installation of a radio repeater on the water tanks at 1392 Pine Ridge/County Road 13. The basis for the installation is to allow for repeaters to communicate from Cheyenne, Wyoming to Colorado Springs, Colorado. This also provides redundant radio operations in the event of an emergency sheltering or emergency operations, through access by PD, Fire, and local radio operators.

Meeting with School District. I had my regular meeting with Dan Snowberger on Thursday. The school district has hired additional mechanics for their fleet, with an offer to have their mechanics maintain some of the Town's fleet as well. Their new team of mechanics come with emergency vehicle maintenance experience which could prove immensely helpful for us in the future. I will be having additional conversations with Dan to determine how we can make this relationship work for both parties.

Friday Night Market. Members of the Town met with EBC on Thursday to review last summer's Friday Night Markets. The averaged 1,400-1,500 attendees per event. The lowest attendance number was estimated at 1,300 attendees. For 2026, there will likely be 10 events from June 12th through August 14th. We will be working with EBC for some small operational changes next year. One issue they wanted to bring to the Board's attention is they are requesting a small increase in funding this year. The funding increase is approximately $2,700 to help ensure kids events at the Market. If the funding is not available, they will consider reducing their advertising budget for the event with a reduction in radio advertising. Hannah and I will plan on holding the budget line-item constant this year unless the Board directs otherwise. As this is a General Fund expense, there are funds available for the increase by $2,700.

Current Employee Compensation. Considering the draft compensation study results, a member of the Board has requested additional information on current employee pay. This information was provided via a separate email. Please recall that the purpose of the compensation study is to identify the market rate for compensation, but not for the Board to determine whether an individual employee should be paid a specific rate.

Legacy Academy Annexation Discussions. On September 23rd, the Legacy Academy Board discussed the possible annexation of the school into the Town of Elizabeth. I was aware that discussions were being had by the school with the Elizabeth School District. I have not been contacted by Legacy Academy or their Board. I wanted to make you aware as their may be

comments on social media, or you may be contacted by interested parties. I presume the underlying basis of the discussions are related to enhanced school security and EPD response times.

889 Annexation. The Town has received a renewed application for annexation of this specific property. You will recall that the negotiations in this matter are driven by the Board, and as such, there is no report from Staff.

New Christmas Tree Installation. The new Christmas Tree has been selected, and installation should occur within the next 2 weeks. A picture of the tree is attached. You will note that the individual in the picture is approximately 6' tall for comparison. For this first year, we will plan on lights only for the tree with larger ornaments to be added in the future.

October 3rd. I am tentatively scheduled to be out of the office on October 3rd. I will have cell phone access throughout the day should anything come up.

Walk and Talk. As a reminder, the 11th Historic Walk and Talk will be held this Saturday, meeting at the Gesin Lot at 9:30.

Have a great weekend!

Patrick

Patrick G. Davidson, Town Administrator
151 S. Banner Street
Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 4, 2025 - UPDATED October 1, 2025
SUBJECT: UPDATE – 2025 Strategic Planning Report

BACKGROUND INFORMATION

On March 8, 2025, the Board of Trustees met to identify Strategic Initiatives based on a forty-eight (48) month timeline. A March 25, 2025, report, memorializes the Board's 2025 Strategic Plan, its Vision Statement, and its prioritized Strategic Initiatives. The report states: "The Town Administrator and executive management team will refine these initiatives into specific action plans and final work production to be presented to the Board to confirm intended outcomes and expectations." The Plan calls for regular updates regarding steps taken to accomplish the Board's initiatives.

STRATEGIC INITIATIVES 2025 -2026 (NEXT 12 MONTHS)

25.01 Develop a Multi-Agency Economic Development/Marketing Strategy. This Strategic Initiative involves a two-step approach. Initially, the Board discussed whether to staff the Community Development Department with an individual focused on *economic development* or in the alternative an individual who is more knowledgeable in *building and planning development*. The second step to the analysis involves the tools and background information that may be used to assist in the strategy. During the July 30, 2025, Budget Workshop, the Board of Trustees determined that the position of Community Development Director would not be filled for the 2026 budget. Additionally, the Board determined that without a Director, the subscription to any economic or development software, such as Placer.AI, was unnecessary. This strategic initiative is paused, awaiting further direction and discussion from the Board of Trustees.

25.02 Land Acquisition and Engineering Drawings for a Multi-Purpose Community/Senior Center. On 6/10/2025 a budget workshop was held recommending funding be set aside for alternative land acquisition for the Center, as well as funds for engineering plans. Further discussions were held on 6/18/2025 wherein the BOT instructed Staff to withdraw this item from upcoming budget discussions. Tabled indefinitely.

25.03 Develop a Comprehensive Infrastructure List and Integrated CIP Plan. This item is related to item 25.05 Develop a Facilities Master Plan and Condition Assessment and Staff have combined them for completion. The Board has directed a delay in the RFP until 2026. Following this directive, the RFP will appear on a January 2026 agenda with an anticipated completion date of July 2026. The CIP plan will be ready for implementation within the start of the 2027

fiscal/budget year. With this time delay, this Initiative cannot be completed within the 2025 Strategic Plan's timeline. Tabled until Spring/Summer 2026 upon completion of the Facilities Master Plan.

STRATEGIC INITIATIVES 2026-2027 (12 – 24 MONTHS)

25.04 Amend Comprehensive Plan – (a) Zoning Regulations (b) Design Standards/Process (c) Growth Management Strategies. BOT has held discussions regarding the need to retain a Community Development Director in advance of the amendment to the Comprehensive Plan. During the July 30, 2025, Budget Workshop, the Board determined that the position of Community Development Director would not be filled for the 2026 budget. However, the BOT has tentatively authorized an update to the Comprehensive Plan, an update to the 2040 Transportation Plan, and update to the Water and Sewer Master Plan within the 2026 Budget. CD Director position is to remain unfilled. As of October 1, 2025, the following studies are tentatively funded in 2026: Facilities Master Plan [$50,000.00]; Design and Engineering for Water Reuse Plan [$50,000.00]; Pre Comp Study and Education [$25,000.00]; Amendment to the Comp Plan [$125,000.00]; Amendment to Water and Sewer Master Plan [$75,000.00].

25.05 Develop a Facilities Master Plan and Condition Assessment. Please see item 25.03 Develop a Comprehensive Infrastructure List and Integrated CIP Plan detailed above. The Board has directed Staff to delay the RFP until January 2026 with a July 2026 completion date. Given this, the CIP plan should be ready for implementation within the start of the 2027 fiscal/budget year. Tabled until Spring 2026 pending budget approval.

25.06 Develop a Market Compensation Study – Prioritize Public Safety. On 5/13/2025 the Board discussed and provided direction to Staff to issue an RFP for a Compensation and Pay Equity Analysis. The RFP was issued, and two responses have been received. A contract for a Compensation and Pay Equity Analysis will be on the Board's July 8, 2025, agenda for further consideration and possible action. Board approved on July 8, 2025. Estimated completion by November 1, 2025. Draft results provided to Board on September 12, 2025. October 20, 2025, Board Workshop with consultant, with direction from Board expected on October 28, 2025.

STRATEGIC INITATIVES 2027-2028 (24 – 36 MONTHS)

25.07 Develop financial and operational plan to increase police services. Work on this item cannot begin until such time as the Market Compensation Study and Facilities Master Plan and Condition Assessment are completed. Tabled indefinitely.

25.08 Develop a Multi-Agency Economic Development/Marketing Strategy w/ Chamber. No update at this time. Tabled indefinitely.

STRATEGIC INITIATIVES 2028 – 2029 (36 -48 MONTHS)

25.09 Identify Land and Develop Financing Plan (Capital and Operating) Town Hall and Police Station. This process cannot be initiated until the Facilities Master Plan and Condition Assessment are completed. No further update at this time. Project on hold pending Master Plan.

STRATEGIC INITIATIVES – Ongoing

25.10 Hillside $ w/Utilities. Engineering Staff are currently assessing the anticipated improvements to the Hillside Subdivision. Staff have been instructed to set aside funding in the 2026 budget to proceed with Hillside street improvements. Preliminary figures were discussed during the Board's July 30 Workshop, with a full discussion of this Initiative during the August 26 Workshop. As of October 1, 2025, this project is tentatively funded in 2026.

25.11 Engagement with other Entities (County, State Agencies, School District, etc.) Administration continues to meet regularly with the Director of the Elizabeth Parks and Rec District, the Elizabeth School District School Superintendent, the Director of the Pines and the Plains Library District, the Fire Chief for the Elizabeth Fire Protection District, the Elbert County Sheriff, the Elbert County Administrator, the Local Government Representative at Core Electric Cooperative, and participate in the CML Listserv. Ongoing.

STRATEGIC INITIATIVES – BRAINSTORMING

25.12 Upgrade RC Park. Currently parts of the parkland are disturbed with construction of The Depot parking lot. Staff is working to coordinate the installation of the solar lights removed from Main Street within the park land as well as the planting of trees in the Fall. Additional work may be planned upon completion and acceptance of the PROST report. As of October 1, 2025, a total of $35,000.00 is allocated in the 2026 budget for minor upgrades.

25.13 Develop Plan for South 40 Acres. No planning is being undertaken for the South 40. Additional work may be planned upon completion and Board acceptance of the PROST report. The PROST plan was approved, but no funds are allocated within the 2026 draft budget.

25.14 Strategy for Future Collaboration with the "Stampede" Event. Town Staff will continue to coordinate and update operational plans related to the Elizabeth Stampede. Ongoing.

25.16 Support Funding of Jobs. This initiative requires clarification from the BOT.

25.17 Identify Planning Efficiencies. This initiative requires clarification from the BOT.

STAFF RECOMMENDATION

N/A. Informational purposes only

BUDGET CONSIDERATIONS

N/A unless otherwise stated herein.

ATTACHMENTS

None.

TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
Hannah Bruce, Finance Officer/Manager
DATED: October 2, 2025
SUBJECT: Analysis of 2026 Budget Regarding Revenue and Expenditures

---

BACKGROUND

The Town of Elizabeth maintains five (5) separate financial budgets to include the following: General Fund, Street Fund, Capital Improvement Fund, Street Capital Improvement Fund, and the Water Sewer Fund. These funds are maintained separately and distinctly per voters in the Town of Elizabeth. As such, it is not advisable to seek to determine the overall financial status of the Town by commingling the revenue and expenditures between the funds. Additionally, there are restrictions in place that likewise limit or strictly prohibit the transfer of funds from one Fund to another.

However, Staff have been asked to provide general guidance as to the "balancing" of the Town's budget. In general, to provide a balanced budget for 2026, the Board of Trustees will need to authorize the expenditure of approximately $2,787,531.00 from financial reserves within 2026. The majority of these reserves are allocated from the Capital Improvement Fund and the Street Capital Improvement Fund for funding the reconstruction and repairs of streets within the Hillside Subdivision.

Based on the discussions held on September 23, 2025, the draft budget provides the following estimated net totals for each fund [revenue less expenditures within the proposed budget]:

Net Total General Fund:	$ 128,939.48
Net Total Street Fund:	$ 32,477.08
Net Total Capital Improvement Fund	$ - 929,620.00
Net Total Street Capital Improvement Fund:	$ -2,045,025.00
Net Total Water Sewer Fund:	$ 25,696.47

STAFF RECOMMENDATION

Informational purposes only.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪
www.townofelizabeth.org

From:	Patrick Davidson
To:	Angela Ternus; Tracy Hutchins; Loren Einspahr; Michael Schroder; Dave Conley; Steve Gaither; Cynthia Thye
Cc:	Patrick Davidson
Subject:	Subject: Weekly Update – October 2, 2025
Date:	Thursday, October 2, 2025 3:39:00 PM
Attachments:	image001.png image002.png image003.png image004.png

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Subject: Weekly Update – October 2, 2025

Good evening, Mayor, Mayor Pro Tem, and Members of the Board of Trustees,

As you may recall, I will be out of the office Friday, so I am sending this week's update this evening.

- **Zoom Meetings for Workshops** – Several members of the public have requested that Board workshops be available via Zoom. This is a reasonable request and aligns with the Board's focus on transparency. I will work with the Clerk's office on logistics, but I recommend we proceed. Please let me know of any concerns prior to the October 14th Board meeting.
- **Moose at Holly Acres Nursery** – The metal moose sculpture from Holly Acres needs a new home. I am working with Director DeVol to identify a Town location. The artist, Matt Lawrence, has offered the piece to the Town for $12,500 OBO. If the Town does not purchase it, Mr. Lawrence reserves the right to remove it at any time. I will provide an update in the coming weeks.
- **Strategic Initiative Update** – You should have received a separate email this week with the 2025–2029 Strategic Initiative update. Several initiatives remain paused until the 2026 budget is approved and the new year begins.
- **County EDZ Zoning Concerns** – On Monday, you received an email regarding potential amendments to Elbert County's EDZ zoning option.
- **CORE Electric** – Work continues for meter pedestal installation for the Main Street and Depot electrical project. The project is behind schedule, but CORE engineers are in regular contact with Public Works, and I am engaged on the administrative side to keep progress moving.
- **Pine Ridge Metro District** – As discussed last June, the Town can accept wastewater from the former Elizabeth West Project, providing monthly revenue and long-term tap fees for water reuse planning. Director DeVol and I met with the developer Wednesday, and we anticipate bringing a draft agreement to the Board for approval in November 2025.
- **ADA Ramp at PD** – The ADA ramp on the west side of the Police Department is being corrected to meet code. Martin will confirm design and accessibility after the forms are set but before the pour.

Reminder – Change in Meeting Date

- The regular Board meeting falls on Tuesday, November 11th (Veterans Day). Instead, it will be held Wednesday, November 12th. This meeting will also serve as the public

hearing for the budget. Please update your calendars.

Thank you, and I look forward to updating you further at the October 14th meeting.

Respectfully,
Patrick

***Please note this email was generated with the assistance of AI.

Patrick G. Davidson, Town Administrator
151 S. Banner Street
Elizabeth, CO 80107
(720) 351-4504
pdavidson@townofelizabeth.org

Paypoint HR

Compensation Study and Pay Equity Analysis
Town of Elizabeth, Colorado

Work Product

Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
(443) 336 - 4272

Table of Contents

Executive Summary 3
External Competitiveness Takeaway 3
Process 4
Major Milestones for the Project 5
Recommendations 6
50th Percentile of Market 6
Comparators 7
Benchmark Positions 8
Baseline Analysis 10
Current Salary Schedule 10
Salary Distribution by Department 11
Salary Distribution Observations by Grade 12
Compression Analysis 14
Compensable Factor Score from Position Vantage Point 15
External Market Comparison 17
Proposed Salary Schedules 27
Proposed Internal Equity – 50th Percentile 29
Sample Calculation 32

Work Product

List of Tables

Table 1 – 2019-2020 Study Comparators 7
Table 2 – Additional Comparators 7
Table 3 – Benchmark Positions – Administration 8
Table 4 – Benchmark Positions – Community Development 8
Table 5 – Benchmark Positions – Police 8
Table 6 – Benchmark Positions – Public Works 9
Table 7 – Current Salary Schedule – Non-Represented 10
Table 8 – Employees Near Min/Max 13
Table 9 – Employees Near Midpoint 14
Table 10 – Compensable Factor Score 15
Table 11 – Full-Time Positions Substantially Below Market (Compa-Ratio % Diff< -10%) 17
Table 12 – Full-Time Positions Below Market (-10% < Compa-Ratio % Diff < -5%) 17
Table 13 – Full-Time Positions Near Market (-5% < Compa-Ratio % Diff < +5%) 18
Table 14 – Full-Time Positions Above Market (+5% < Compa-Ratio % Diff < +10%) 18
Table 15 – Full-Time Positions Substantially Above Market (Compa-Ratio % Diff > +10%) 18
Table 16 – External Market Comparison – Administration 19
Table 17 – External Market Comparison – Community Development 21
Table 18 – External Market Comparison – Police 23
Table 19 – External Market Comparison – Public Works 25
Table 20 – Proposed Salary Schedule 28
Table 21 – Proposed Internal Equity – 50th Percentile 29
Table 22 – Proposed Internal Equity – Administration 30
Table 23 – Proposed Internal Equity – Community Development 31
Table 24 – Proposed Internal Equity – Police 31
Table 25 – Proposed Internal Equity – Public Works 32

List of Figures

Figure 1 – Salary Distribution 11

Work Product

Executive Summary

External Competitiveness Takeaway

Overall, job titles at Elizabeth are compensated 23.6% below the 50th percentile of the market (for reference, in comparison to the 40th percentile of the market job titles are 19.0% below market and 27.52% below market in comparison to the 60th percentile). The 50th percentile indicates that half of the comparators pay more/half less than Elizabeth. Recommendations for holistic compensation adjustments for all job titles in the Town are delineated in the report. No wage reductions are recommended.

Department	50th Percentile External Market
Administration	19.8% below market
Community Development	24.2% below market
Police	29.0% below market
Public Works	20.8% below market
Overall Average	23.6% below market

Work Product

Process

Paypoint HR is pleased to present this comprehensive Compensation Study and Pay Equity Analysis to Elizabeth, Colorado. The study began with an initial kick-off meeting with the Town Administrator, Town Clerk / Administrative Services Director, and Finance Officer on July 15, 2025. The Final Report was completed for presentation to the Town in Fall 2025.

The point of the Executive Summary is to give an overview of the most important issues and opportunities identified by the consulting team during the study. The reader is highly encouraged to read the document in its entirety to gain an understanding of the recommendations within the report. The study takes into consideration both short and long-term concerns. The intent of the study was to provide leadership with a process for ascertaining equitable value of positions on a competitive salary scale. The study compared existing pay to compensation scales of organizations identified to be valid comparators to the Town. This report provides a review and update of the classification and compensation plan for the Town's employees. Paypoint HR has identified opportunities, but it is up to the Town's leadership to determine which are most appropriate and the timing of implementation.

In considering the options for implementation, it is critical to understand the costs and benefits related to each option. By utilizing market data and analysis it is possible to make informed decisions regarding possible changes. However, in addition to the quantitative economic cost and benefit, it is important to consider the social/cultural impact of implementation and management. Elizabeth will need to consider all components in making final decisions.

The study was divided into two parts: a classification phase and a compensation phase. The classification phase included identification, review, and analysis of specific work being performed in various positions. That data was then used to simplify positions and match them to the external market in an "apples to apples" comparison. The compensation phase consisted of an initial baseline analysis and an external market survey of public organizations to determine what the labor market pays for specific jobs.

The study included approximately 28 employees within roughly 24 distinct classifications. The study recommendations indicate what actions should be taken to avoid the loss of qualified staff and address difficulties in recruiting new employees for the Town. In addition, it was expected that the study would recommend adjustments to the Town's salary placement procedures, policies, and salary structure, to allow appropriate ongoing compensation administration.

Comprehensive surveys like this establish a credible pay structure that is fair for the work completed and strategically positions Elizabeth competitively in the labor market. The desired result is the improved ability to attract and retain quality staff that perform at high levels to meet the growing demands of the community.

Work Product

Major Milestones for the Project

The study began with an initial kick-off meeting with the Town Administrator, Town Clerk / Administrative Services Director, and Finance Officer on July 15, 2025.

Employee Briefing Sessions were held with the Town on August 4th with groups of employees from all departments to discuss the project, their roles, and to review the job analysis questionnaire.

Paypoint HR conducted a job evaluation for an internal review of job family classifications based on the responses to the PVPs.

An analysis of the existing pay scale was completed.

Internal positions were reviewed, and benchmark positions were selected for inclusion in the external survey.

An external market survey was sent out to a total of 18 comparator organizations and responses from 13 participants were collected. Typical surveys of this type yield a 5-10% response rate.

Survey Respondents

Adams County	Berthod	Castle Rock	Douglas County
El Paso County	Elbert County	Firestone	Lafayette
Lyons	Monument	Parker	Westcliffe
Windsor			

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Recommendations

The fiscal impact of the recommendations below is approximate cost for salary adjustments only. It does not factor is associated costs for employee-related benefits.

50th Percentile of Market

1. Raise the salary of 1 position that is below grade minimum market, first, at a cost of $3,645.

    - 1 PW Water Maintenance Specialist ($3,645),

2. Raise the salary of 25 positions that are *substantially* below market, second, at a cost of $936,932.

    - 1 Assistant Public Works Director ($81,809),
    - 1 Code Enforcement ($13,790),
    - 1 Deputy Town Clerk / Records Manager ($265),
    - 1 Finance Officer ($15,698),
    - 1 Planner / Project Manager ($25,906),
    - 1 Planning Technician ($7,155),
    - 1 Police Chief ($79,572),
    - 1 Police Corporal ($35,822),
    - 1 Police Office Manager ($11,293),
    - 7 Police Officers ($275,946 total),
    - 2 Police Sergeants ($100,574 total),
    - 1 Public Works Director ($85,954),
    - 3 PW Maintenance Workers/Operator 1 ($26,938 total),
    - 1 PW Operator in Charge Water/Sewer ($7,338),
    - 1 Town Administrator ($109,804), and
    - 1 Town Clerk / Administrative Services Director ($59,068).

Total: 26 positions, $940,576

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Comparators

Potential comparator organizations selected by the project team are listed below in Table 1, those from the 2019-2020 study, and in Table 2, additional comparators to ensure that all staff are fairly represented in the study. Note: The employee market is fluid, hence why some of the comparatives are larger municipalities.

Table 1 – 2019-2020 Study Comparators

Berthod	Castle Rock	Firestone	Lafayette
Louisville	Lyons	Monument	Parker
Palmer Lake	Windsor		

Table 2 – Additional Comparators

Adams County	Douglas County	El Paso County	Elbert County
Falcon	Hudson	Silver Cliff	Westcliffe

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Benchmark Positions

In Table 3 through Table 6 the benchmark positions, highlighted in **green**, used in the external survey are presented. Positions that were analyzed but not included in the external survey are unhighlighted.

Table 3 – Benchmark Positions – Administration

Job Title	Job Title
Accounting Technician	Finance Officer
Assistant Town Clerk	Front Desk / Utility Billing
Court Clerk	HR Manager
Deputy Town Clerk / Records Manager	Town Administrator
Finance Manager / Town Treasurer	Town Clerk / Administrative Services Director

Table 4 – Benchmark Positions – Community Development

Job Title	Job Title
Community Development / Economic Development Director	Planner I
Community Development Assistant	Planning Technician
Planner / Project Manager	Social Media / Public Communication

Table 5 – Benchmark Positions – Police

Job Title	Job Title
Assistant Office Manager	Police Detective
Code Enforcement	Police Office Manager
Police Chief	Police Officer
Police Commander	Police Records Manager
Police Corporal	Police Sergeant

Table 6 – Benchmark Positions – Public Works

Job Title	Job Title
Assistant Public Works Director	PW Maintenance Worker/Operator 3
Parks Maintenance	**PW Operator in Charge Water/Sewer**
Public Works Director	PW Supervisor
PW Maintenance Worker/Operator 1	**PW Water Maintenance Specialist**
PW Maintenance Worker/Operator 2	

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Baseline Analysis

Current Salary Schedule

Paypoint reviewed the salary schedule for all job titles, presented in Table 7. Midpoints for each salary grade have also been calculated for comparison with external market data.

Spread measures the percentage difference between the maximum and minimum salary for a position. It is also an indication of the lateral progression available to an employee within their job title. A narrow spread often leads to wage compression as the maximum salary is quickly achieved. A narrow spread can also lead to low morale and high turnover as economic advancement is limited. The salary schedule from Table 7 has a consistent spread of 40.0%. It is important that the spread is consistent amongst all employees so that all positions have relatively equal advancement opportunities.

Table 7 – Current Salary Schedule – Non-Represented

Current Grade	Min	Mid	Max
105	$18.25	$21.89	$25.53
106	$19.51	$23.41	$27.31
107	$20.88	$25.05	$29.23
108	$22.34	$26.80	$31.27
109	$23.90	$28.68	$33.46
110	$25.57	$30.69	$35.80
111	$27.36	$32.84	$38.31
112	$29.28	$35.13	$40.99
113	$31.33	$37.59	$43.86
114	$33.52	$40.23	$46.93
115	$35.87	$43.04	$50.21
116	$38.38	$46.05	$53.73
117	$41.06	$49.28	$57.49
118	$43.94	$52.73	$61.51
119	$47.01	$56.42	$65.82
120	$50.31	$60.37	$70.43
121	$53.83	$64.59	$75.36
122	$57.60	$69.11	$80.63

Ladders define the percentage salary difference between consecutive groups of job titles. Ladders can be used to differentiate employees with different knowledge, skills, and abilities and motivate career advancement. The ladders, that is, the percentage difference between consecutive minimums, consecutive midpoints, and consecutive maximums, is consistent at 7.0%. It is recommended that the ladders be consistent between grades.

Salary Distribution by Department

The salary distribution at the Town is shown in Figure 1. The label "Percentage of Employees" on the ordinate y-axis reflects the total number of employees. The three departments with more than 10% of the workforce, Administration, Police, and Public Works, are highlighted.

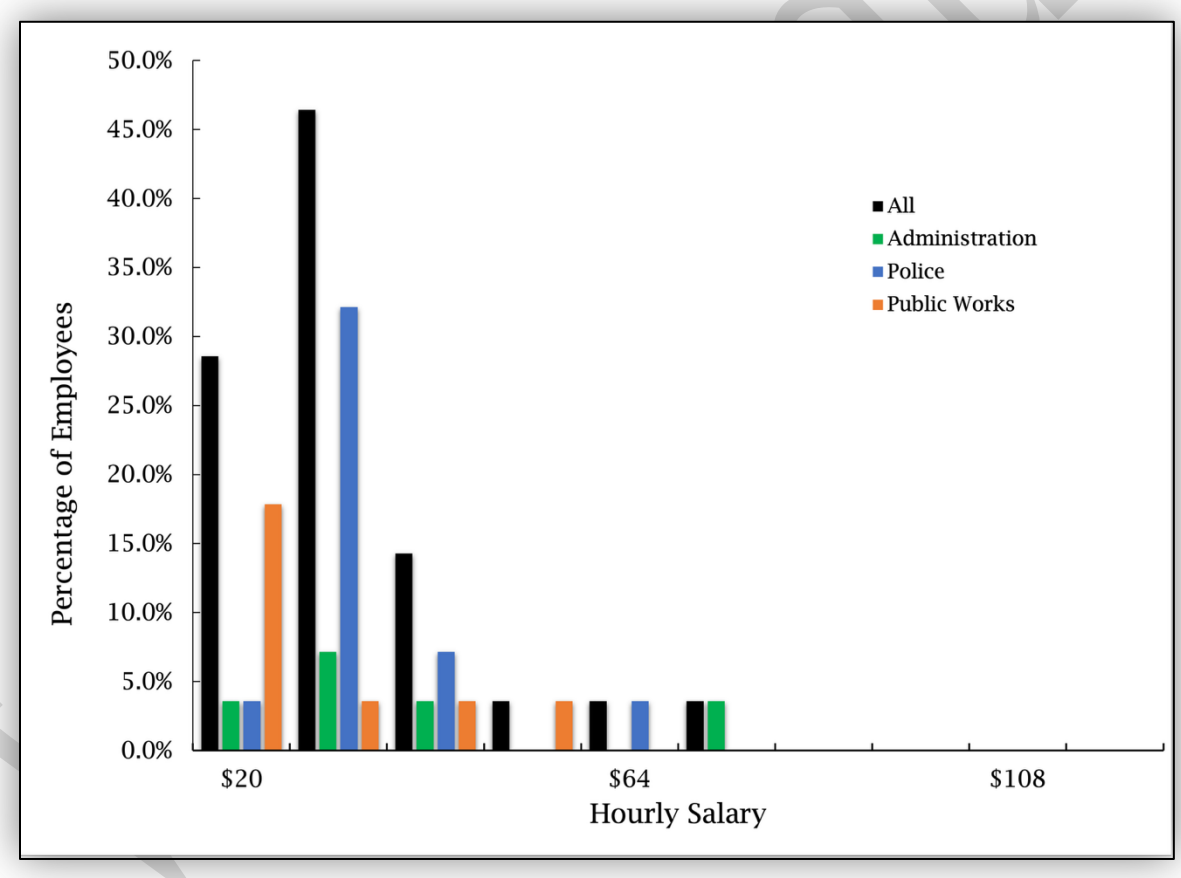

Figure 1 – Salary Distribution

Observations

- In examining the concentration of all employees (black column), a couple of observations can be made: no employee earns less than $20 per hour; and 89% of employees are compensated below the Median Household Income of $110,227 for Elizabeth.

- In examining Quantile-Quantile plots of the highlighted departments, compensation is approximately normally distributed in all three of the departments (81.1% R^2 for Administration ,80.7% R^2 for Police, and 86.4% R^2 for Public Works). This is highly desirable as it demonstrates clear wage progression in the respective departments without an abundance of entry wage or max wage employees – 80% of Administration, 77% of Police, and 88% of Public Works are within 1 standard deviation of the average salary.

- The concentration of employees in the upper end, top 20%, of the salary range (1 of 25 employees, 3.6%) in comparison to the lower end is not elevated, meaning that the organization is not top-heavy with respect to compensation.

Salary Distribution Observations by Grade

Table 8 examines salaries of all employees with respect to the maximum and minimum of each job title. In Table 9 the distribution of salaries above or below the midpoint of each job title is presented. Grades with more than 15% of the workforce were further analyzed.

Observations

- There is a high concentration of employees (1 in 5 or 20%) in grade 108 and 110 near the maximum. This is true for the organization overall. In general, a high concentration of employees at the extremes can lead to or be the cause of systemic employment issues including low morale, retention, etc.

- There is a high concentration of employees (2 in 3 or 67%) in grade 108 above the midpoint, which would suggest a skewed distribution of salaries. This is also true for the organization overall.

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Table 8 – Employees Near Min/Max

Current Grade	Staff #	# near Min	% near Min	# near Max	% near Max
105	3	0	0.0%	1	33.3%
106	1	0	0.0%	0	0.0%
107	0	0	-	0	-
108	**9**	0	0.0%	**8**	**88.9%**
109	2	0	0.0%	2	100.0%
110	**5**	1	20.0%	**3**	**60.0%**
111	1	0	0.0%	1	100.0%
112	1	0	0.0%	1	100.0%
113	2	0	0.0%	2	100.0%
114	1	0	0.0%	1	100.0%
115	0	0	-	0	-
116	0	0	-	0	-
117	2	0	0.0%	2	100.0%
118	0	0	-	0	-
119	0	0	-	0	-
120	0	0	-	0	-
121	0	0	-	0	-
122	1	0	0.0%	1	100.0%
Total	**28**	1	3.6%	**22**	**78.6%**

Table 9 – Employees Near Midpoint

Current Grade	Staff #	Below Mid	Below Mid %	Above Mid	Above Mid %
105	3	1	33.3%	2	66.7%
106	1	0	0.0%	1	100.0%
107	0	0	-	0	-
108	**9**	0	0.0%	**9**	**100.0%**
109	2	0	0.0%	2	100.0%
110	5	2	40.0%	3	60.0%
111	1	0	0.0%	1	100.0%
112	1	0	0.0%	1	100.0%
113	2	0	0.0%	2	100.0%
114	1	0	0.0%	1	100.0%
115	0	0	-	0	-
116	0	0	-	0	-
117	2	0	0.0%	2	100.0%
118	0	0	-	0	-
119	0	0	-	0	-
120	0	0	-	0	-
121	0	0	-	0	-
122	1	0	0.0%	1	100.0%
Total	**28**	3	10.7%	**25**	**89.3%**

Compression Analysis

Wage compression primarily occurs for one of three reasons: one, new or less tenured employees are compensated at a wage close to or higher than more experienced employees in the same position; two, employees are compensated substantially different for the same degree of knowledge, skills, and ability required, that is, in the same grade; and three, supervisors are compensated less than the employees they supervise. The first two avenues of compression were examined. No compression was discernable.

Compensable Factor Score from Position Vantage Point

Employees and supervisors participated in the Position Vantage Point Job Survey to assist in determining the internal hierarchy of positions in the Town. Questions asked in the PVP are divided into four areas: Background, Authority, Skill, and Environment. In these four areas, the following compensable factors were examined:

Education	Complexity
Certifications	Independence
Work Duties	Impact
Work Experience	Physical
Financial Authority	Working Conditions
Supervision	Interaction

Points are assigned to each of the different compensable factors and correlated with the findings of the external market survey, producing the Compensable Factor Score (CFS) as is shown below in Table 10. All job titles were examined as part of this study.

Table 10 – Compensable Factor Score

Position Classification	CFS Score
Town Administrator	941.0
Police Chief	200.6
Public Works Director	194.8
Community Development / Economic Development Director	139.4
Police Commander	106.0
Assistant Public Works Director	76.5
Town Clerk / Administrative Services Director	74.9
HR Manager	63.6
Police Sergeant	55.8
Finance Manager / Town Treasurer	45.1
Police Corporal	40.6

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Position Classification	CFS Score
Police Detective	36.0
Planner / Project Manager	34.5
Police Officer	30.1
Police Records Manager	29.4
Planner I	25.4
Finance Officer	25.3
PW Operator in Charge Water/Sewer	22.1
PW Supervisor	18.7
Police Office Manager	16.6
PW Water Maintenance Specialist	15.2
Deputy Town Clerk / Records Manager	14.6
Planning Technician	13.9
PW Maintenance Worker/Operator 3	13.5
Code Enforcement	13.0
Assistant Town Clerk	12.3
Accounting Technician	11.5
Social Media / Public Communication	11.4
Front Desk / Utility Billing	11.3
Community Development Assistant	10.9
PW Maintenance Worker/Operator 2	10.5
PW Maintenance Worker/Operator 1	10.0
Court Clerk	9.9
Parks Maintenance	9.7
Assistant Office Manager	9.3

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External Market Comparison

A summary of the findings of the external market analysis is presented in Table 11 through Table 15. In Table 16 through Table 19, the external market findings for all position classifications is presented, sorted alphabetically. The minimum, midpoint, and maximum hourly salary for each position classification is presented first. The market average (mean) and the various market quantiles are then presented. Lastly the Compa-Ratio, the ratio of the grade's midpoint divided by the **50th percentile** from the external market, which measures the extent of the deviation of the current salary range in comparison to the market median, is presented.

Table 11 – Full-Time Positions Substantially Below Market (Compa-Ratio % Diff< -10%)

Assistant Public Works Director	Police Corporal
Code Enforcement	Police Office Manager
Community Development / Economic Development Director	Police Officer
Community Development Assistant	Police Sergeant
Deputy Town Clerk / Records Manager	Public Works Director
Finance Officer	PW Maintenance Worker/Operator 1
Front Desk / Utility Billing	PW Maintenance Worker/Operator 3
Planner / Project Manager	PW Operator in Charge Water/Sewer
Planner I	PW Supervisor
Planning Technician	Town Administrator
Police Chief	Town Clerk / Administrative Services Director
Police Commander	

Table 12 – Full-Time Positions Below Market (-10% < Compa-Ratio % Diff < -5%)

Parks Maintenance	PW Maintenance Worker/Operator 2

Table 13 – Full-Time Positions Near Market (-5% < Compa-Ratio % Diff < +5%)

Assistant Office Manager	PW Water Maintenance Specialist
Assistant Town Clerk	

Table 14 – Full-Time Positions Above Market (+5% < Compa-Ratio % Diff < +10%)

None	

Table 15 – Full-Time Positions Substantially Above Market (Compa-Ratio % Diff > +10%)

None	

Sample Calculation of Compa-Ratio: Police Officer

Current Grade = 108
Current Midpoint of Grade = $26.80
50th Percentile of Market = $44.81

$$Compa - Ratio = \frac{Current\ Midpoint}{50th\ Percentile} - 1$$

$$Compa - Ratio = \frac{\$26.80}{\$44.81} - 1$$

$$Compa - Ratio = -40.2\%$$

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Table 16 – External Market Comparison – Administration

	Accounting Technician	Assistant Town Clerk	Court Clerk	Deputy Town Clerk Record Mgr	Finance Manager Town Treas
Current Scale		108		109	
Minimum		$22.34		$23.90	
Midpoint		$26.80		$28.68	
Maximum		$31.27		$33.46	
Market Percentiles					
20%	$25.36	$22.76	$24.11	$29.46	$42.27
25%	$26.52	$23.55	$25.12	$30.88	$46.35
30%	$27.47	$24.05	$25.29	$31.26	$47.37
35%	$27.80	$24.57	$26.00	$31.59	$48.45
40%	$28.45	$24.86	$26.32	$32.62	$48.62
45%	$29.63	$25.65	$26.65	$33.38	$51.36
50%	$30.25	$26.35	$27.42	$33.94	$54.04
55%	$30.57	$26.71	$28.49	$35.85	$55.77
60%	$31.25	$26.94	$29.51	$36.28	$56.87
65%	$31.92	$27.56	$30.27	$37.54	$57.58
70%	$32.50	$28.49	$30.57	$39.06	$57.95
75%	$34.40	$28.98	$31.09	$40.66	$62.86
80%	$35.02	$30.00	$32.27	$41.11	$64.62
Mean	$30.32	$26.40	$28.03	$35.53	$53.23
Compa-Ratio		1.7%		-15.5%	

	Finance Officer	Front Desk Utility Billing	HR Manager	Town Admin	Town Clerk Admin Services Dir
Current Scale	110	106		122	114
Minimum	$25.57	$19.51		$57.60	$33.52
Midpoint	$30.69	$23.41		$69.11	$40.23
Maximum	$35.80	$27.31		$80.63	$46.93
Market Percentiles					
20%	$31.79	$23.52	$46.53	$83.60	$46.53
25%	$32.24	$23.73	$48.02	$86.92	$50.15
30%	$32.92	$23.88	$50.68	$92.40	$53.66
35%	$33.69	$23.98	$53.32	$95.60	$56.12
40%	$35.76	$24.89	$54.06	$114.10	$58.43
45%	$36.10	$25.29	$54.32	$116.26	$59.89
50%	$36.59	$26.02	$54.82	$116.37	$65.43
55%	$38.16	$26.88	$55.77	$116.37	$66.97
60%	$38.46	$27.41	$57.45	$117.93	$67.73
65%	$39.77	$27.83	$60.54	$125.08	$69.35
70%	$40.86	$28.03	$62.20	$134.62	$74.00
75%	$42.88	$28.67	$63.03	$134.62	$76.79
80%	$44.28	$29.44	$63.90	$136.55	$80.67
Mean	$37.28	$26.26	$55.75	$111.49	$64.20
Compa-Ratio	-16.1%	-10.0%		-40.6%	-38.5%

Table 17 – External Market Comparison – Community Development

	Comm Dev Econ Dev Director	Community Dev Assistant	Planner Project Manager	Planner I	Planning Technician
Current Scale	115	106	112	110	108
Minimum	$35.87	$19.51	$29.28	$25.57	$22.34
Midpoint	$43.04	$23.41	$35.13	$30.69	$26.80
Maximum	$50.21	$27.31	$40.99	$35.80	$31.27
Market Percentiles					
20%	$63.59	$22.24	$38.21	$35.76	$25.38
25%	$66.68	$23.56	$39.39	$37.13	$26.42
30%	$68.98	$24.16	$40.87	$38.17	$27.35
35%	$69.44	$24.59	$42.00	$39.33	$28.18
40%	$73.45	$25.03	$43.46	$40.96	$29.50
45%	$78.38	$25.81	$44.11	$42.12	$29.99
50%	$79.15	$26.66	$45.62	$43.42	$30.11
55%	$81.03	$26.98	$47.67	$44.87	$30.36
60%	$83.93	$27.54	$48.02	$45.81	$31.00
65%	$86.43	$28.22	$50.27	$47.06	$32.29
70%	$88.11	$28.60	$51.26	$48.25	$33.41
75%	$91.74	$30.20	$53.42	$49.57	$34.76
80%	$94.23	$31.77	$54.67	$50.99	$35.27
Mean	$78.31	$27.12	$46.69	$43.40	$30.45
Compa-Ratio	-45.6%	-12.2%	-23.0%	-29.3%	-11.0%

	Social Media Pub Comm
Current Scale	
Minimum	
Midpoint	
Maximum	
Market Percentiles	
20%	$25.74
25%	$26.42
30%	$27.02
35%	$27.77
40%	$29.51
45%	$30.68
50%	$30.88
55%	$31.15
60%	$32.02
65%	$33.35
70%	$34.76
75%	$36.49
80%	$38.55
Mean	$32.24
Compa-Ratio	

Work product

Table 18 – External Market Comparison – Police

	Assistant Office Manager	Code Enforce	Police Chief	Police Commander	Police Corporal
Current Scale	105	106	117	115	111
Minimum	$18.25	$19.51	$41.06	$35.87	$27.36
Midpoint	$21.89	$23.41	$49.28	$43.04	$32.84
Maximum	$25.53	$27.31	$57.49	$50.21	$38.31
Market Percentiles					
20%	$19.83	$27.02	$75.19	$61.22	$36.07
25%	$20.68	$27.31	$76.05	$62.56	$38.47
30%	$20.88	$27.47	$78.86	$63.68	$39.01
35%	$21.47	$28.10	$80.58	$64.13	$39.51
40%	$21.04	$29.01	$80.58	$66.37	$41.93
45%	$21.80	$29.49	$81.19	$67.52	$45.72
50%	$22.43	$31.49	$87.00	$70.50	$47.46
55%	$23.37	$33.08	$94.18	$71.80	$48.53
60%	$24.09	$33.41	$95.12	$73.16	$51.10
65%	$24.52	$33.65	$95.78	$73.94	$53.59
70%	$24.36	$33.73	$95.80	$77.70	$53.59
75%	$25.73	$34.57	$95.98	$79.02	$53.59
80%	$26.59	$36.45	$98.02	$80.65	$54.14
Mean	$23.30	$31.30	$86.04	$69.78	$45.27
Compa-Ratio	-2.4%	-25.7%	-43.4%	-38.9%	-30.8%

	Police Detective	Police Office Manager	Police Officer	Police Records Manager	Police Sergeant
Current Scale		109	108		113
Minimum		$23.90	$22.34		$31.33
Midpoint		$28.68	$26.80		$37.59
Maximum		$33.46	$31.27		$43.86
Market Percentiles					
20%	$39.33	$28.08	$38.26	$33.72	$48.35
25%	$40.20	$28.27	$38.52	$34.17	$51.02
30%	$41.55	$29.01	$39.22	$35.98	$52.28
35%	$43.95	$31.80	$40.38	$37.33	$56.05
40%	$45.02	$32.69	$41.41	$38.36	$57.42
45%	$46.08	$32.92	$44.31	$39.25	$58.08
50%	$47.44	$33.21	$44.81	$39.77	$59.40
55%	$47.89	$34.06	$46.74	$39.99	$60.88
60%	$48.88	$35.53	$47.98	$42.28	$60.92
65%	$50.53	$37.06	$48.25	$44.80	$61.95
70%	$53.64	$37.78	$48.48	$46.65	$63.20
75%	$54.53	$39.66	$49.73	$47.95	$64.86
80%	$54.53	$41.42	$51.11	$48.57	$65.49
Mean	$46.53	$35.19	$43.47	$40.90	$56.90
Compa-Ratio		-13.6%	-40.2%		-36.7%

Table 19 – External Market Comparison – Public Works

	Assistant PW Director	Parks Maint	Public Works Director	PW Maint Worker / Operator I	PW Maint Worker / Operator II
Current Scale	110	105	117	105	106
Minimum	$25.57	$18.25	$41.06	$18.25	$19.51
Midpoint	$30.69	$21.89	$49.28	$21.89	$23.41
Maximum	$35.80	$25.53	$57.49	$25.53	$27.31
Market Percentiles					
20%	$55.78	$20.50	$70.31	$22.67	$21.75
25%	$58.02	$21.37	$72.45	$23.61	$22.67
30%	$59.94	$21.61	$73.63	$25.58	$22.97
35%	$61.52	$22.22	$76.16	$26.01	$23.62
40%	$63.05	$21.87	$79.09	$26.43	$23.45
45%	$64.09	$22.65	$83.30	$26.58	$24.26
50%	$65.10	$23.31	$85.76	$26.70	$24.96
55%	$71.08	$24.27	$86.31	$27.04	$25.96
60%	$71.81	$25.00	$88.71	$28.04	$26.72
65%	$72.45	$25.47	$92.40	$30.26	$27.24
70%	$74.89	$25.37	$94.91	$30.56	$27.25
75%	$75.23	$26.73	$97.72	$31.09	$28.61
80%	$78.95	$27.61	$101.95	$31.58	$29.54
Mean	$67.18	$24.14	$84.78	$27.53	$25.73
Compa-Ratio	-52.9%	-6.1%	-42.5%	-18.0%	-6.2%

	PW Maint Worker / Operator III	PW OIC Water/ Sewer	PW Supervisor	PW Water Maint Specialist
Current Scale	107	110	110	110
Minimum	$20.88	$25.57	$25.57	$25.57
Midpoint	$25.05	$30.69	$30.69	$30.69
Maximum	$29.23	$35.80	$35.80	$35.80
Market Percentiles				
20%	$25.74	$31.00	$30.86	$25.35
25%	$26.78	$35.80	$32.08	$25.50
30%	$27.30	$35.98	$32.86	$25.86
35%	$28.09	$36.79	$33.84	$26.39
40%	$28.43	$39.89	$34.84	$27.54
45%	$29.34	$42.28	$35.88	$28.93
50%	$30.22	$44.15	$36.97	$29.87
55%	$31.34	$44.91	$38.26	$30.73
60%	$32.15	$47.82	$39.14	$31.17
65%	$32.88	$48.57	$40.14	$31.53
70%	$33.22	$48.68	$40.91	$31.71
75%	$34.57	$51.50	$42.25	$32.80
80%	$35.64	$52.01	$43.50	$35.00
Mean	$30.75	$43.72	$37.22	$29.82
Compa-Ratio	-17.1%	-30.5%	-17.0%	2.7%

Proposed Salary Schedules

A regression analysis of the CFS Score and the salary survey results indicate that market median salary for all positions is predicted very well by the CFS Score. The coefficient of determination is **97%**, in other words, the knowledge, skills, and abilities identified in the employee/manager Position Vantage Point job description survey correlate very well with the external markets' valuation of the job positions at Elizabeth. As a result, the following salary scale is recommended, presented in Table 20.

The spread between the minimum and maximum salary for all employees was set to 40%, consistent with the average market spread of 39.5%. The Ladders, i.e., the distance between grades, was set to be 7.5%. Larger Ladders were included to increase the incentive for employees to seek positions of greater responsibility and to make it financially beneficial.

It is recommended that in subsequent years after the adoption of the recommended pay plan, the Town should adjust the entire salary scale by the CPI annually as budget permits.

Work Product

Table 20 – Proposed Salary Schedule

Grade	Min	Mid	Max
1	$15.00	$18.00	$21.00
2	$16.13	$19.35	$22.58
3	$17.33	$20.80	$24.27
4	$18.63	$22.36	$26.09
5	$20.03	$24.04	$28.04
6	$21.53	$25.84	$30.15
7	$23.15	$27.78	$32.41
8	$24.89	$29.86	$34.84
9	$26.75	$32.10	$37.45
10	$28.76	$34.51	$40.26
11	$30.92	$37.10	$43.28
12	$33.23	$39.88	$46.53
13	$35.73	$42.87	$50.02
14	$38.41	$46.09	$53.77
15	$41.29	$49.54	$57.80
16	$44.38	$53.26	$62.14
17	$47.71	$57.25	$66.80
18	$51.29	$61.55	$71.81
19	$55.14	$66.16	$77.19
20	$59.27	$71.13	$82.98
21	$63.72	$76.46	$89.20
22	$68.50	$82.20	$95.90
23	$73.63	$88.36	$103.09
24	$79.16	$94.99	$110.82
25	$85.09	$102.11	$119.13
26	$91.48	$109.77	$128.07
27	$98.34	$118.00	$137.67

Proposed Internal Equity – 50th Percentile

In Table 21 through Table 25, the resulting proposed internal equity, assuming the strategic objective of the 50th percentile of the market, for the Town is presented.

Table 21 – Proposed Internal Equity – 50th Percentile

Grade	Title
27	Town Administrator
26	
25	
24	
23	Police Chief Public Works Director
22	
21	Community Development / Economic Development Director
20	Police Commander
19	Assistant Public Works Director Town Clerk / Administrative Services Director
18	HR Manager Police Sergeant
17	Finance Manager / Town Treasurer
16	Police Corporal
15	Planner / Project Manager Police Detective
14	Police Officer Police Records Manager PW Operator in Charge Water/Sewer
13	Finance Officer Planner I
12	
11	PW Supervisor
10	Deputy Town Clerk / Records Manager Police Office Manager
9	Assistant Town Clerk PW Water Maintenance Specialist

Grade	Title
8	Code Enforcement Planning Technician PW Maintenance Worker/Operator 3
7	Accounting Technician
6	Community Development Assistant Front Desk / Utility Billing PW Maintenance Worker/Operator 2 Social Media / Public Communication
5	Court Clerk Parks Maintenance PW Maintenance Worker/Operator 1
4	Assistant Office Manager
3	
2	
1	

Table 22 – Proposed Internal Equity – Administration

Grade	Title
27	Town Administrator
19	Town Clerk / Administrative Services Director
18	HR Manager
17	Finance Manager / Town Treasurer
13	Finance Officer
10	Deputy Town Clerk / Records Manager
9	Assistant Town Clerk
7	Accounting Technician
6	Front Desk / Utility Billing
5	Court Clerk

Table 23 – Proposed Internal Equity – Community Development

Grade	Title
21	Community Development / Economic Development Director
15	Planner / Project Manager
13	Planner I
8	Planning Technician
6	Community Development Assistant Social Media / Public Communication

Table 24 – Proposed Internal Equity – Police

Grade	Title
23	Police Chief
20	Police Commander
18	Police Sergeant
16	Police Corporal
15	Police Detective
14	Police Officer Police Records Manager
10	Police Office Manager
8	Code Enforcement
4	Assistant Office Manager

Work Product

Table 25 – Proposed Internal Equity – Public Works

Grade	Title
23	Public Works Director
19	Assistant Public Works Director
14	PW Operator in Charge Water/Sewer
11	PW Supervisor
9	PW Water Maintenance Specialist
8	PW Maintenance Worker/Operator 3
6	PW Maintenance Worker/Operator 2
5	Parks Maintenance PW Maintenance Worker/Operator 1

Sample Calculation

Job Title: Police Officer
Current Grade: 108
Current Grade Min = $22.34
Current Grade Mid = $26.80
Current Grade Max = $31.27

50th Percentile of Market = $44.81

Comparative Ration (C-R)

C-R = (Current Grade Mid / 50th Percentile of Market) - 1
C-R = ($26.80 / $44.81) – 1 = -40.2%

Therefore, the job title is Below Market.

Recommended Salary

Current Hourly Rate of Individual: $24.00

Estimate = Current Salary x (50th Percentile / Current Grade Mid)
Estimate = $24.00 x ($44.81 / $26.80)
Estimate = $40.13

Internal Equity places a Police Officer at new grade 14.

Work Product

TOWN OF ELIZABETH

CHIEF OF POLICE JEFF ENGEL

TO: Mayor Angela Ternus, Mayor Pro Tem Tracy Hutchins, Board of Trustees

DATE: October 14, 2025

TITLE: Police Department Monitoring Report

Staffing Update:

- Brett Cutler has been promoted to Commander.
- The part-time ICAC investigator posting is currently open for applications.

Departmental Updates:

- Homecoming was a success.
    - The parade did not experience any issues.
    - The football game, an unfortunate loss for the Cardinals, was uneventful.
- The Historic Walk was also a success from a public safety viewpoint.
- Code Enforcement has experienced a remarkable increase in loose dogs during the past few weeks.
    - Approximately half are located in the town and half of the loose dogs are located in the county. The dogs found in the County, are typically within ½ mile radius of the town, and brought to the police department by concerned citizens.
    - Fortunately, most dogs are claimed by the rightful owner relatively quickly.
- Submitted in the board packet are redacted Special Reports drafted over approximately the past 10 months.
    - Special Reports are summaries of significant events occurring within the Town of Elizabeth or instances where the Elizabeth Police Department (EPD) is requested to provide assistance
    - Special Reports are typically documents for internal use to provide additional data for operational reviews, community concerns, and inform town boards and oversight committees.
    - Unless otherwise directed, future board packets will include Special Reports prepared during the reporting period.
- The siding on the PD has been installed and will be painted in the next week.
- The ADA ramp is being worked on and should be completed by October 14, 2025.

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www.townofelizabeth.org

Colorado Association of Chiefs of Police

Training Updates:

- The 23rd Judicial District Attorney's Office presented training addressing evidentiary discovery and criminal prosecution.
- University of Colorado Health (UC Health) provided advanced training on Forensic Nurse Examinations (FNE) pertaining to strangulation investigations. Also part of the training was wound care examination from gunshots, blunt trauma, and sharp force instruments.

Respectfully,

Jeffery R. Engel

Jeffery R. Engel

Chief of Police

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TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 09/14/2025 to 10/04/2025

ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

"The Elizabeth Police Department is committed to service excellence in protecting life and property, impartial enforcement of law, and building community with those who live, work, and visit, the Town of Elizabeth."

The following is an informational breakdown of EPD police activity from **09/14/2025 at 12:01 a.m. to 10/04/2025 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

**All suspects/defendants are presumed innocent until proven guilty in a Court of Law. **

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Colorado Association of Chiefs of Police

Total Calls for Service:

447

Traffic Stops:

Total Stops:	Penalty Assessments Issued:	Warnings Issued:
90	42	48

Other Calls for Service:

Call Type:	Number of Calls:
911 Landline	2
911 Rapid SOS	5
Alarm-Bank	1
Alarm-Burglary	1
Animal Complaint	3
Animal Impound	1
Animal Rescue	1
Assault	2
Assist to Fire Department	1

Assist to Other Agency (Urgent)	1
Assist to Other Agency (Non-Urgent)	7
Business Check	32
Child Abuse	1
Citizen Assist	13
Citizen Contact	13
Crime Prevention	23
Criminal Mischief	1
Disturbance	3
Domestic Violence-Verbal	1
Drug Offense	1
Flock	4
Follow Up	50
Fraud	1
Harassment	4
Increased Patrol	72
Informational Report	5
Liquor Violation	1
Medical Assist	7
Menacing	1
Missing Endangered Person	1

Motorcycle Complaint	1
Municipal Ordinance Violation	7
Motor Vehicle Crash with Property Damage	5
Motor Vehicle Crash with Unknown Injuries	1
Noise Complaint	3
Park Check	4
Prowler	1
Report Every Drunk Driver Immediately	4
Restraining Order Violation	2
Runaway	2
School Education	6
Special Assignment	3
Suicidal Subject	1
Suspicious Circumstance	5
Suspicious Person	2
Suspicious Vehicle	9
Theft	5
Traffic Complaint	8
Traffic Hazard	4
Traffic Stop	90
Unknown Trouble	1

Unwanted Subject	1
VIN Verify	8
Welfare Check	9
Wildlife	2

Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
25-1130	Financial Crimes	Investigation into fraud of a resident.
25-6297	Motor Vehicle Theft	Investigation into a stolen motor vehicle.
25-5860	Suspicious Circumstance	Investigation into an incident involving juveniles.
25-5367	Motor Vehicle Theft	Investigation into a stolen motor vehicle.
25-6302	Theft	Investigation into theft of money from a resident.
25-5291	Financial Crimes	Investigation into a fraud involving cryptocurrency.

Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
25-2958	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.
25-3484	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.
25-5914	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.
25-6184	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.

**Please note that limited information regarding open investigations is available. This is to protect the integrity of the investigations. **

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
25-5612	Assault	EPD responded to a local school on a reported assault. EPD identified the suspect and issued a municipal summons.
25-5754	Disturbing the Peace	EPD responded to a local business on a report of a disorderly subject. After investigation, the suspect was trespassed from the property.

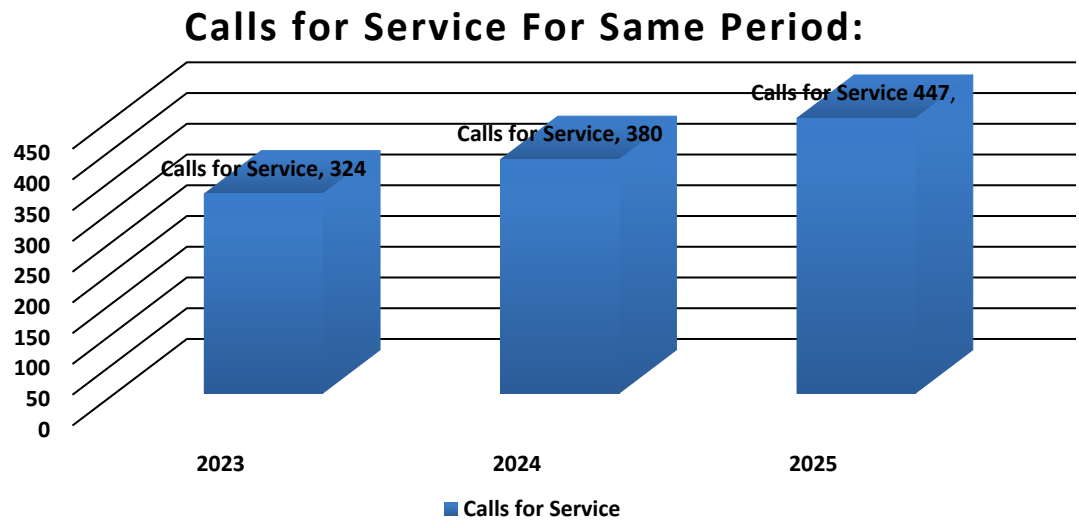
25-5765	Harassment	EPD responded to a local school on a reported harassment. After investigation, there was insufficient probable cause to support criminal charges, and the case was turned over to the school district for discipline.
25-5732	Mental Health	EPD responded to a local school on a reported suicidal party. A suicide risk assessment was completed, and the party was released on a safety plan.
25-5715	Harassment	EPD responded to a local school on a reported harassment. After investigation, there was probable cause to support criminal charges, and a municipal summons was issued.
25-5838	Domestic Violence	EPD responded to a verbal domestic violence call. After investigation, there was insufficient probable cause to support criminal charges.
25-5772	Mental Health	EPD responded to a local school on report of a student who had made some concerning statements. A risk assessment was completed, and the student was released on a safety plan.
25-5863	Theft	EPD responded to a reported theft of private property. Due to a lack of investigative leads, the case was closed.
25-5861	Harassment	EPD responded to a local school on a reported harassment. After investigation, probable cause existed to pursue criminal charges, and a municipal summons was issued.

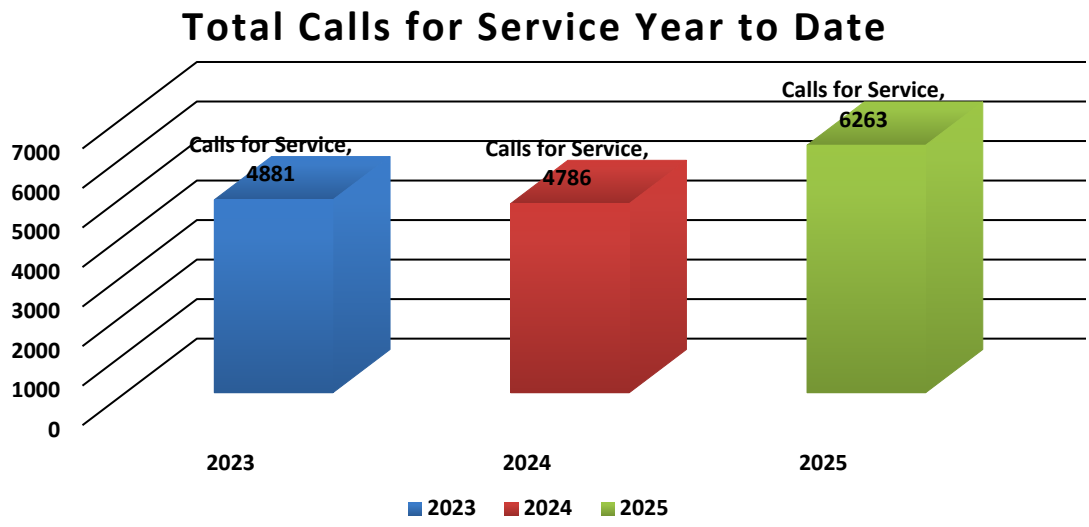
25-2643	Theft	EPD identified a suspect in a long-standing theft. An arrest warrant was issued for the suspect.
25-5890	Flock-Warrant Arrest	EPD Officers responded to a Flock hit for a vehicle associated with a misdemeanor warrant. The vehicle was contacted and the party with the warrant was taken into custody.
25-4866	Municipal Ordinance Violation	EPD Community Services closed a case regarding a property within Town limits. A summons had been issued for the violations.
25-5897	Flock-Stolen Vehicle	EPD Officers received a Flock notification regarding a stolen vehicle. The vehicle was located and the occupants contacted. After investigation, there was insufficient probable cause to support criminal charges.
25-5909	Harassment	EPD responded to a local school on a report of a harassment. While there was sufficient evidence to support criminal charges, the suspect was under the age of culpability.
25-5325	Municipal Ordinance Violation	EPD Community Services closed a case regarding violations at a property within Town.
25-5985	Found Property	Numerous items of found property were turned into EPD. EPD returned what property could be linked to an owner and booked the rest into the property room for safekeeping.

25-5923	Eluding	An EPD Officer attempted to conduct a traffic stop on a motorist for a traffic violation. The motorist fled the scene and came close to striking the Officer's vehicle. EPD filed a warrant for the suspect.
25-5982	Assault	EPD Officers responded to a residence to meet with the victim of an assault. While the assault occurred in another jurisdiction, EPD had the Elizabeth Fire Rescue (EFR) respond to medically evaluate the party.
25-6018	Damage to Town Property	While an EPD Officer was operating an EPD patrol vehicle, a deer ran in front of them causing the officer to attempt and avoid the crash. In doing so, the officer struck the curb and damaged the rim on the patrol vehicle. The officer was not injured, and the rim was repaired.
25-6019	Assault	EPD responded to a local school on a reported assault. After investigation, there was sufficient evidence to support criminal charges, and a municipal summons was issued.
25-6033	Mental Health	EPD responded to a suicidal subject. The subject was located in another jurisdiction, and their welfare was checked.
25-6042	Theft	EPD responded to a reported theft. After investigation, the call appeared to be civil in nature.

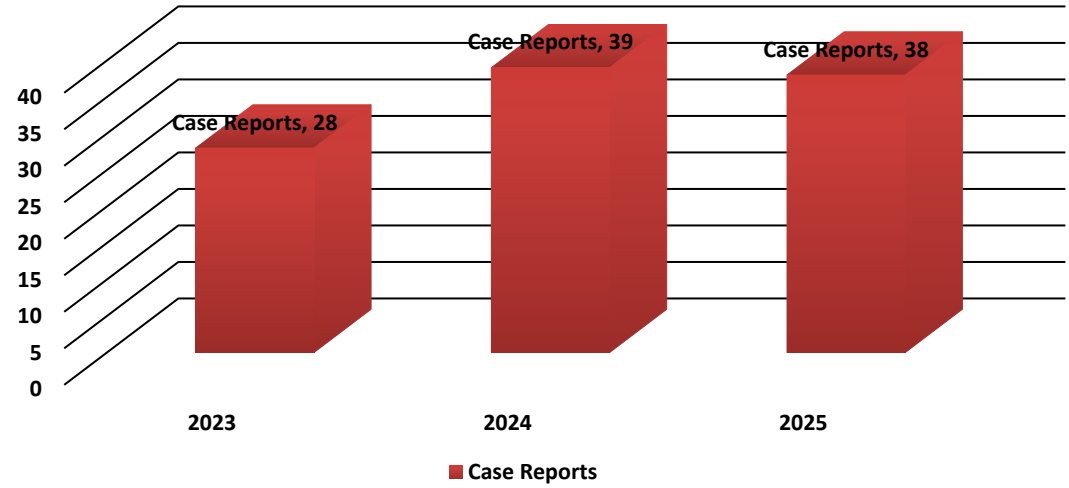
25-6063	Missing Endangered Person	EPD responded to a missing endangered elderly party. Utilizing K9 and Drone teams, the party was found safely and was transported to a local medical facility.
25-6085	Restraining Order Violation	EPD investigated a possible restraining order violation. After investigation, it was determined that no crime had occurred.
25-6090	Assault	EPD responded to a local school on a reported fight in progress. After investigation, the suspect was issued a municipal summons.
25-6118	Disturbance	EPD responded to a local store on report of a disorderly party. The business did not want charges pressed against the suspect.
25-6163	Flock-Warrant Arrest	EPD Officers responded to a Flock hit for a vehicle associated with a misdemeanor warrant. The vehicle was contacted and the party with the warrant was taken into custody.
25-6159	Mental Health	EPD responded to a local school on report of a student who had made some concerning statements. A risk assessment was completed, and the student was released on a safety plan.
25-6178	Theft	EPD responded to a residence on a reported theft. After investigation, the call was civil in nature.

Historical Data:

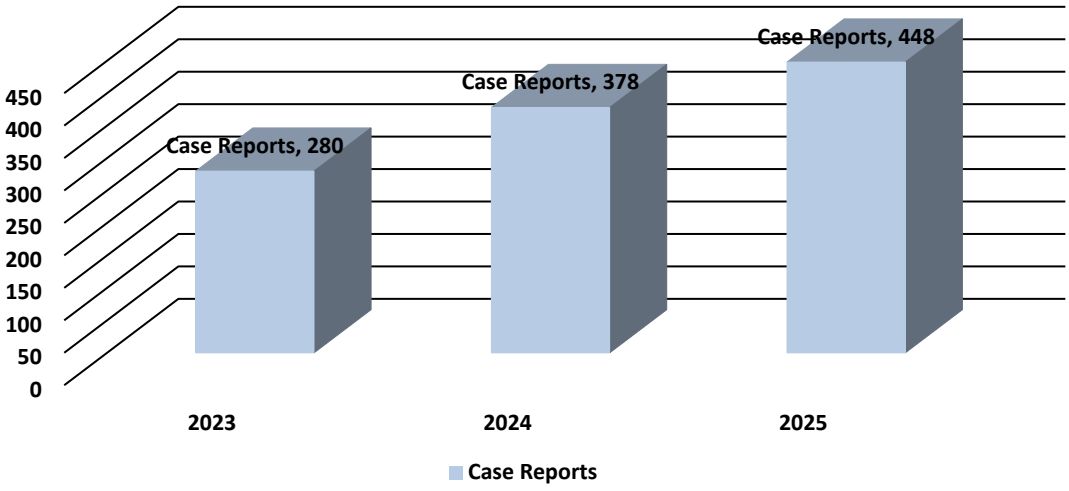




Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



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Colorado Association of Chiefs of Police

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
08/02/2025	2225	08/01/2025	1645	Elizabeth Police	25-4907

Location of Occurrence
Chelsea Court, Elizabeth, Colorado, 80107

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Saturday, 08/02/2025, at approximately 0935 hours, EPD Officer Daisy Tucker responded to a cold auto/ped injury crash. The crash occurred on 08/01/2025 at approximately 1645 hours, however it was not reported to EPD until this date.

On 08/01/2025, at approximately 1645 hours, was driving home to his residence, located at Chelsea Court. As he was pulling into his driveway, he ran over the leg of was playing on the sidewalk and was half in the yard and half on the curb in front of residence.

There was a vehicle parked directly in front of where was sitting which did obstruct view.

grandmother elected not to call 911, and took him immediately to Advent Health Castle Rock, located at 2350 Meadows Blvd. in Castle Rock, where he was treated and released. does have injuries to his leg, however no SBI. Medical records have been requested.

was issued a summons for Careless Driving.

Nothing further to report.

Deputy/Supervisor Name & Number	
Sgt. Sean Bigler #1504	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
11/28/24	1258	11/28/24	1258	Elizabeth Police Department	24-5664

Location of Occurrence
Avena Dr.

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
x	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Thursday, November 28th, 2024, at approximately 1258 hours, Officer Herbel and Officer Lamas responded to Avena Dr. on report of a medical assist. I responded once notified by Officer Lamas.

Upon their arrival, the decedent, was obviously deceased and was field pronounced by Elizabeth Fire. The decedent was in a state of rigor and was purple. Her son, had found his mother prior to calling 911. He moved her from the bathroom toilet where she died, to her bed. EFR did not attempt lifesaving measures due to the state of the decedent.

The decedent had a known medical history of COPD, respiratory illness, and only had one lung. She had been a heavy smoker and had only recently given up smoking. EPD responded to a medical assist and a welfare check in 2023 for the decedent.

A death investigation was completed. There were no signs of forced entry or foul play. All occupants of the residence were identified and interviewed.

At this time, preliminary information suggests this is a natural death from a pulmonary or cardiac event. The Elbert County Coroner responded and will conduct an autopsy on the body at a later time.

The relevant reports have been requested.

Nothing further to report.

Deputy/Supervisor Name & Number	
Sergeant Sean R. Bigler/#1504	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
05/08/25	1517	05/08/25	1517	Elizabeth PD	25-3002

Location of Occurrence
Elizabeth Middle School (34427 CR 13)

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Thursday May 8, 2025, at 1517 hours EPD was dispatched to Elizabeth Middle School (34427 CR 13) in the Town of Elizabeth on a reported assault.

Officers arrived on scene and investigated. juvenile male assaulted another juvenile male in a classroom after a disagreement . The suspect pushed the victim causing him to hit his back and head on a built-in countertop . The victim fell to the ground, onto his stomach and the suspect got on his back and choked him. The victim was transported to the hospital.

Medical personnel at the hospital determined that the victim did not suffer from any SBI. EPD Victim Advocate spoke to the family of the victim and they agreed to complete an FNE exam which is currently in progress.

District Attorney's Office for the following charges:

2nd Degree Assault
3rd Degree Assault
Harassment
Unlawful Interference with an Educational Facility

Nothing further to report.

Deputy/Supervisor Name & Number	
Jason Rogers 1802	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
04/08/25	1558	04/07/25	1726	Elizabeth PD	25-2486

Location of Occurrence
1020 County Road 136 (Pond)

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Monday April 7, 2025, at 1726 hours EPD was dispatched to 1020 County Road 136 (Pond) in the Town of Elizabeth on an Assault reported.

Officers arrived on scene and conducted an investigation. juvenile males were fishing at the pond. Another adult male (stranger) was also fishing at the pond. During the fishing there was conversation between the adult male and juveniles (10- and 11-year-olds). The male said they were being disrespectful. A juvenile male casted his line and hit a goose.

The adult male then ran over to one of the juveniles wrapping his arm around his stomach area and spun him around multiple times then dropping him on the ground. The juvenile male had a red mark on his stomach from the slapping motion of the adult male's hand. The juvenile also stated he hit his face on the ground.

Officers placed the adult male into custody for 3rd Degree Assault and Child Abuse.

The male was transported and booked into the Elbert County Jail.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
12/23/24	1337	12/22/24	1618	Elizabeth PD	24-6188

Location of Occurrence
Frontier Center, 589 S. Banner St.

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Sunday December 22, 2024, at 1618 the Elizabeth Police Department responded to the Frontier Center at 589 S. Banner St. for a Burglary in progress.

School Security reported that there were two males on the roof of the frontier center, and he heard a loud window break. School Security saw males climb down from the roof and was talking to them when Officers arrived.

The males admitted to going on the roof and pushing on a window and that the window broke. The said they did not go inside the building. Officers checked the building and found a broken window on the second floor. There was no other damage observed.

The were charged with Trespassing and damage to private property via a summons and were released.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
04/26/25	1212	04/26/25	1205	Elizabeth PD	25-2826

Location of Occurrence
S Paddock St

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
X	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Saturday April 26, 2025, at 1212 hours, Officer Sammauro responded to an unattended death at S Paddock St. I responded once notified by Officer Sammauro.

Upon his arrival, the decedent, was obviously deceased and his feet and hands appeared to be mummified. His brother's and had found the decedent on the floor in the doorway of a bedroom that was made into an office in the front of the residence.

The decedent was a known alcoholic

On 04/19/2025 and 04/20/2025, EPD responded to two different welfare checks on the decedent at the request of No contact was made on either attempt, and the house was locked and secure. had received a key to the house from their in the mail and drove down on 04/26/25 with , to check on decedent. told Officers that the last communication he had with was on 03/17/2025 via a text message.

Deputy/Supervisor Name & Number	
Corporal J. Rogers 1802	Page 1 of 2

told Officer Sammauro that he and had arrived at the residence at approximately 1200 hours and entered the house through the front door using the key they received from their mother at approximately 1205 hours. They found the decedent on the floor in a bedroom that was set up as an office.

A death investigation was completed. There were no signs of forced entry or foul play.

Preliminary information suggests this is a natural death. The Elbert County Coroner responded and took possession of the decedent. A Victim Advocate was contacted, and they responded to the scene. The coroner stated that no autopsy was going to be completed.

All relevant reports have been requested.

Nothing further to report.

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
12/17/24	1234	12/17/24	1000	Elizabeth PD	24-6081

Location of Occurrence
High Point Trail

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
X	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Tuesday December 17, 2024, at 1000 hours EPD was dispatched to High Point Trail in the Town of Elizabeth on a medical assist. The reporting party told dispatch that she found her mother deceased.

Sergeant Allen was the first responder on scene and located the female upstairs in a bedroom. The deceased was identified as The female was cold to the touch, and I couldn't locate a pulse. EFR arrived on scene and Paramedic T. Sugg pronounced the female deceased at 1006 hours.

Officer Tucker arrived on scene and began her investigation as the primary investigator. There were no signs of forced entry, or disheveled areas in the home. did not live at this address and was staying the previous night to help since she had a chemo appointment. was located in the guest room bedroom, on the bed. There were no marks, cuts, bruises or signs of a struggle.

The deceased had her phone in her hand, and it was collected as evidence.

The deceased did not have any medications, and the family stated she had no medical issues. EPD VA responded to the scene. The coroner was requested and collected the deceased.

The tentative date for the autopsy is Thursday December 19, 2024. Once a date and time is selected an Officer will attend the autopsy.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
04/08/25	1607	04/07/25	2227	Elizabeth PD	25-2491

Location of Occurrence
Yankee Boy Loop

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon	X	Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Monday April 7, 2025, at 2227 hours EPD was dispatched to Yankee Boy Loop in the Town of Elizabeth on a medical assist. Dispatch aired that the reporting party found her husband slumped over in the garage and not breathing.

Officers and Medical arrived on scene. The male was located in the garage unresponsive and not breathing. Fire worked on the patient for approximately 25 minutes. Fire loaded the male into the ambulance and transported the male to Advent Health Parker.

The male was a registered Sex Offender and on Supervised Release Parole. The female half declined consent to allow Officers to search the home.

On April 8, 2025, Advent Health Parker was contacted and Doctors notified us that the male was in the ICU and was on Comfort status and is going to pass away.

Officers contacted Parole Officers and notified them of the contact.
It should be noted that at the time of the call there was a juvenile female asleep in the home.

This is an open investigation.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
05/21/25	0820	05/19/25	1621	Elizabeth PD	25-3206

Location of Occurrence

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Monday May 19, 2025, 2025, at 1621 hours EPD was dispatched to in the Town of Elizabeth on a reported Physical Domestic.

The reporting party stated he was calling on behalf of his daughter. He said her husband forced her to point a gun at his head and assaulted her by grabbing her wrist. He said his daughter is at the ER and the husband left towards

Officers responded to Sky Ridge and interviewed the victim. The victim reported that her husband came to the home to visit with his . During the visit, he got angry, and argument ensued. The victim told him to leave and that she hated him. The husband unholstered his gun and placed it on the couch between them, then forced the victim to hold the handgun. While she was holding the handgun, he squeezed her hand at the grip of the handgun and pulled her hand and gun to his head and said, “If you hate me so much, kill me”.

During this incident there were in the home. The victim was released from the hospital. An EPD VA responded to the address. There were multiple other interviews of family members.

This case is still under investigation, and the suspect has not been located.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 2

A warrant is being drafted for:

1. 18-3-206 Menacing
2. 18-3-204 3rd Degree Assault
3. 18-6-401 Child Abuse (3 Counts)
4. 18-3-208 Reckless Endangerment
5. 18-6-801 Domestic Violence

Nothing further to report.

Deputy/Supervisor Name & Number	Page 2 of 2
Alex Allen 1903	

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
12/16/24	0812	12/16/24	0502	Elizabeth PD	24-6060

Location of Occurrence
E. Kiowa Ave.

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon	X	Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Monday December 16, 2024, at approximately 0502 Elizabeth Fire Rescue (EFR) and EPD Officers were dispatched to E. Kiowa Ave. for a structure fire.

The building is described as a single-story building with a trailer, multiple vehicles and debris/items all over the driveway area. The building had two occupants inside as well as 2 dogs. All occupants and animals had evacuated, and no injuries were reported.

The male party had two (2) warrants for his arrest and was taken into custody. The female party got picked up by a friend and left the area while units were working the fire. The building owner was notified of the fire and responded to the building.

EFR's cursory investigation has identified that the fire started outside of the building. told that he dumped the ashes from the wood-burning stove outside the building in the area where charring is.

There is a wood burning stove in the building that was being used and a generator on the property that was on and providing electricity. The building has no electricity and running water.

EFR and EPD are conducting a joint investigation into the structure fire as this is not a residential building where people can occupy and live. Building will need inspection.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
12/23/24	1307	12/22/24	1625	Elizabeth PD	24-6189

Location of Occurrence
Full Moon Saloon, 240 S. Elizabeth St. Unit #I

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Sunday December 22, 2024, at 1625 the Elizabeth Police Department responded to the Full Moon Saloon at 240 S. Elizabeth St. Unit #I for a subject with a weapon.

Dispatch advised that a male had left (via a ride home from bar staff) and said he would come back and shoot the victim. Shortly after the male returned to the bar and immediately was searched by patrons due to the threats. The male had 2 switchblades and a larger fixed blade knife on his person.

During the investigation it was learned that the suspect threatened to stab multiple patrons of the bar on multiple different occasions during the incident. The male was visibly intoxicated and had driven back to the bar in another vehicle where he had been in an MVA in Elbert County's Jurisdiction on the way back.

had a switchblade in his hand at one point while saying "I'm going to stab him".

was taken into custody and transported to the ECSO where he was processed.

was charged with:

Harassment, Carrying Deadly Weapons, Concealed Weapons, Disorderly Conduct, Felony DUI and Felony Menacing. A felony filling was filed with the District Attorney's Office.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

To:	Honorable Mayor, Mayor Pro-Tem, and Town Board of Trustees
From:	Mike DeVol, Public Works Director
Date:	October 14, 2025
Subject:	Public Works Monitoring Report

Town Street Paving Improvements Project:

1. Ongoing projects for the year 2025.
2. Receiving Price quotes for Chip Seal County Road 13 from school water tank North.
3. Terracina/Martin and Aztec Survey in Hillside presently to build data for the upcoming re-paving RFP and Wade Park drawings. RFP will be on December 9, 2025 BOT Agenda for approval to post in January 2026.

Town Main St. Decorations:

1. Main Street Banners have been installed on the new Light Poles.

Town Wells, Tanks, and Effluent:

1. The tank repairs are complete with Bac-T passing and filled at full capacity (1,550,000 gallons).
2. Water Usage Report attached.
3. Plant Effluent (waste treated outflow) for September 2025 = 5,439,792 gallons; Avg. Daily 181,326 gallons (gpd) or .181 mgd and Plant is rated for 500,000 gpd or .5mgd.
4. Macquire Tank Company has the drawings and approval for the tank vents at 85% completion to satisfy CDPHE and remove our 1- Deficiency Violation during our CDPHE Inspection of all water facilities.

Town Water Line (NON) Emergency Repair:

1. 5 areas have been upgraded and repaired for service lines and small leaks.

Town Hall Repairs/Landscaping Plan:

1. No report.

Town Walkway Repairs:

1. PW has been completing repairs to various locations throughout town where heaving has occurred.
2. PW has replaced 3 sidewalk areas that we monitored in the month of September.

Town Street Maintenance/Striping Projects:

1. Striping will take place in the Spring of 2026 as needed.

Town Snow Plowing and Street Sweeping: SNOW Season is right around the corner.

1. PW has been sweeping the streets and mowing Parks and Right of Ways.
2. PW has completed the cleaning of Storm Sewers throughout town.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166
▪ Fax: (303) 646-9434 ▪ *www.townofelizabeth.org*

Town New Wells at Ritoro/Gold Creek Valley:

1. The new well building is complete, and PW is planning an Open House in the Spring of 2026.
2. Landscaping will take place in 2026, and PW will work with the 4 adjacent property owners for their approval of the landscape sketch from Terracina to ensure that we conceal as much of the building as possible from their views.

Town Trail Project:

1. The Depot Lot is Open for full use.
2. Town trails are completely open for use.
3. PW has seen increased parking in the Depot Lot for trail enthusiasts.
4. PW has received several compliments on the addition of "RED" the Moose art on the Depot lot provided on loan from Karyl and Matt Lawrence of Hillside Subdivision. Several citizens complimented the location being close to the Art Studio.
5. PW has contracted with a prairie dog control company for the South 40 Town property. The first round of two or three treatments was completed last week.

Town Police Department:

1. Siding is at 95% complete for installation, painting will take place after installation.
2. The incorrect ADA access has been removed. The concrete for the new ADA access will be poured the Monday13th and Tuesday 14th as per engineered drawings.

Gold Creek Lift Station Improvements:

1. Completion of project has begun warranty period and filing completion with CDPHE Permitting.
2. Eligibility surveys for Water and Wastewater Capital projects have been completed for 2025/2026 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow the town to be in line for any funding that may be available for future projects.

Gold Creek Wastewater Treatment Plant:

1. No Report

Town Clean-Up Day/Paint Round-Up/Arbor Day:

1. No Report

Town Public Works News: Please Note Speed Limit for Main Street is 15MPH for Pedestrian Safety

1. Public Works is currently completing a new plat and easement agreement with CORE Electric (per CORE request) which should be completed and hand delivered to CORE Electric on October 21st to allow for the placing of transformers and electric lines to tie in the Main Street and Depot lot lighting.
2. Retrofits for the drainage issue at the Hat shop area are installed and have worked flawlessly during several heavy rainstorms, with no effect on shop owners and standing water.

6. Grates and design for installation in front of the Oddfellows Building will be sent out for cost and timing of installation. Discussions are still ongoing.
7. Mainstreet Streetscape continues to address punch-list items and scheduling repairs as the CORE/Comcast poles have all been removed.
8. Numerous questions and concerns continue to surface to the point of micromanaging by concerned person(s) on the Mainstreet Streetscape. Below is a partial list:
    a. Narrow Streets and Bulb-Outs were approved to aid in slowing traffic making pedestrian safety a priority concern and allow for people to visit and gather along Main St to enhance their shopping and easy accessibility. Speed on Main St is posted at 15 MPH.
    b. The Large Cottonwood tree that was removed from private property at Main St and Broadway St was a Life, Health Safety issue and needed to be removed.
    c. Public Works resolved several small issues a day along Main St. and will continue to do so until project final acceptance.
    d. Public Works is continuing to work with property owners at the Oddfellows and Alpaca shops to resolve issues arising from construction.
    e. The Power Supply pole for the Bank was placed at its location by the subcontractor for CORE Electric, and PW is working with CORE to have it moved to an agreeable location for the property owner.
    f. Resolution has been reached with CORE Electric for Main St lighting and should begin power line installation and service hook-up within the next 2-3 weeks.
    g. Items brought to PW attention on main streetscape that are punch list items are being addressed.
    h. One main street new light fixture will be replaced and is under warranty.

Town Farmers Market:

1. PW and Community development plan on a meeting with Elizabeth Brewing Company and Don Means agency for future events to discuss placement of Solar Lamp Posts, Electrical outlets, and trees to enhance the use for all parties.

Town Parks and Right of Way:

1. The storm drainage system and detention pond have performed very well during several heavy downpours of rain and small hail over the last two weeks.
2. Seeded areas of the Depot lot and detention have progressed very well with heavy grass showing in all areas. Fencing around the detention pond will commence as weather allows.

Upcoming Projects:

1. PW has completed the 2025 CDPHE Annual Reporting.
2. Annual biosolids sampling will take place in October 2025 for CDPHE (state) compliance.
3. Regulation 85 Nutrient (federal) monitoring will be conducted in October of 2025 for acceptance by CDPHE.

4. PW has completed a round of PFAFs (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording.
6. Water lead and copper sampling.
7. Water constituents for heavy metals sampling.
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant.
9. Tree City USA Application accepted and approved by Tree City USA.
10. Trail DOLA findings and inspections. Addition of willow cuttings planted.
11. PW is conducting the Highway User Tax Fund (HUTF) reporting and data processing for 2025.
12. PW has completed lead and copper testing per CDPHE guidelines for 2025.
13. Flushing of entire town's water supply system is completed every 6 months.
14. Cleaning of the Storm Drainage systems.

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
mdevol@townofelizabeth.org

October 14th, 2025

Management Team Updates

Community Development – Alexandra Cramer, AICP, Planner/Project Manager

- Main Street Board of Directors
  - **5K and Family Color Run** – The 5K and Family Color Run was a success this year. We had approximately 240 participants. We were sponsored by the following organizations/businesses: Waste Management, Independence/Craft Companies, Potestio Brothers, Bobo Bars, EBC, EPR District. We partnered with the Elizabeth Chamber of Commerce to help coordinate sponsorships to pay for the t-shirts this year. We received donations from the following businesses: RNK Running & Walking, Sprouts, Mountain Man, Randy's Antiques, IC Threads, The Nest, EBC, The Prickly Pear and Coffee House on Mainstreet, Carriage Shoppes. We had volunteers from the following organizations: EHS Poms Team**,** Running Creek PTCO, Boy Scout Troop 636**,** Elbert Schools Booster Club, Elbert County Fair Royalty, Kiowa Schools, and Redstone Bank.

5K & Family Color Run Budget 2025

Expense Categories		
Item	**Budget**	**Actual 2025**
Shirts	$3,500.00	$0.00
Bags		$0.00
Medals	$4,500.00	$4,500.00
Signage		$0.00
Advertisement	$250.00	$0.00
Breakfast	$1,500.00	$1,002.00
Drinks	$100.00	$88.75
Color Run	$300.00	$236.54
DJ	$500.00	$600.00
Photographer	$200.00	$200.00
Face Painter	$300.00	$345.00
Event Coordinator	$3,500.00	$3,500.00
EMT Services	$300.00	$330.00
Colorado Race Timing	$1,500.00	$1,166.00
Photo Booth	$0.00	$0.00
Miscellaneous	$250.00	$0.00

Budget Summary	
Category	**Amount**
Total Budget	$8,000.00
Total Project Expenses	$16,700.00
Revenue	$5,552.94
Total Spent to Date	$6,415.35

  -

- **DOLA Colorado Main Street Manager Summit** – Staff attended the Colorado Main Street Manager Summit in Lyons, where Main Street communities across the state presented their recent work. Notable accomplishments included:
  - Windsor received the Colorful Colorado Choice Award for their Downtown Master Plan and launched a new 501(c)(3) Main Street Partnership to expand event programming
  - Silverton secured full funding for their Blair Street Revitalization Project after nearly 10 years of work, including $260,990 from CDOT's Multimodal Options Fund and $1,043,958 from a DOT TAP grant
  - Town of Lyons completed town-wide wayfinding signage fabrication and installation
  - Pagosa Springs supported downtown businesses through a two-year US 160 reconstruction by creating "Coney Z" (their construction mascot), installing additional wayfinding, and raising $12,500 for their Business Assistance Grant Fund
  - Rifle launched "Third Thursday on Third Street," growing attendance from 250 in June to approximately 650 by September
  - Wellington completed two new downtown murals and launched their Walk of Fame project, providing custom yard signs to graduating seniors with scholarships funded through the program
  - Victor adopted a new Land Use Code to facilitate downtown development and launched a Revitalization Program providing $7,500 property improvement grants to 10 businesses

The MSBOD will review all accomplishments presented at the summit to identify programs and initiatives that could be adapted for Elizabeth.

- Main Street Car Show -- The Main Street Car Show took place on September 5th, 2025. There were over 80 cars that participated. We had 3 food trucks and a local musician. We received good feedback from both participants and attendees—some that were visiting Elizabeth Main Street for the first time. The MSBOD would like to explore another car show in the spring.
- Colorado Main Street Community of the Year Award – The MSBOD was named the Colorado Main Street Community of the Year in 2024. As part of this recognition, the Town was awarded professional services from DOLA Main Street with Ayres Associates to conduct a development analysis for the Gesin Lot. The analysis was completed in June with the report scheduled for presentation to the BOT in July.

- Oddfellows Building Mural -- Through DOLA mini grant funds, Staff and MSBOD members collaborated to install a mural on the Oddfellows building in May. The public art installation has received positive community reactions.
- Chamber of Commerce Partnership Development -- The MSBOD is working to build stronger partnerships with the Chamber of Commerce. Staff and MSBOD members have met with the Chamber several times over the past six months to identify collaboration opportunities and improve resources for the business community. Staff also coordinated a meeting with DOLA Main Street and the Chamber to further these discussions. All meetings have been successful, with the Chamber moving forward to assist with 5K sponsorships for the first time.
- Locable Website Development -- The MSBOD's Locable website continues to grow with approximately 40 local businesses and organizations registered in the directory. The website has been opened to all businesses within Town limits and features numerous events in the calendar. Staff and the MSBOD will continue promoting the website as the Elizabeth area's primary event calendar resource.
- Elbert County Artist Guild Partnership -- The MSBOD has been discussing enhanced partnerships with the Elbert County Artist Guild. Recent meetings between both groups have identified integration opportunities for ECAG participation in Main Street events. As an outcome, ECAG will have a presence at the Main Street Car Show, 5K, and Historic Walk and Talk. The MSBOD is also exploring ways to incorporate local art on Main Street and will continue developing these conversations over the next few months.
- ElizaBash Weekend Promotion -- During ElizaBash weekend, the MSBOD provided Main Street stickers, temporary tattoos, and bags to participating Main Street businesses for patron distribution. The businesses expressed appreciation for these promotional offerings.
- Networking Event -- The MSBOD held a networking event at Elizabeth Brewing Company in May with approximately 50 attendees from various boards, organizations, businesses, and the general public. The event was catered by the Elizabeth High School Culinary Class and was successful.
- Stampede Participation -- The MSBOD attempted to attend the Stampede, but their participation was cut short due to storms and tent malfunctions.

- Historic Advisory Board
  - **11th Historic Walk and Talk** -- The HAB held their 11th Historic Walk and Talk on September 27th at 9:30am with approximately 100 attendees. The event received positive feedback from both new and returning participants. Highlights included a tour of

the Oddfellows building and a first-person historic character enactment performed by a Historic Advisory Board member, who dressed in historically accurate attire and portrayed Elsie Banes through monologue. Staff created brochures focusing on the town's historic figures for distribution at the event. American Legion provided lunch, and Elizabeth Brewing Company featured their "Elizabrew" commemorating the town's 135-year anniversary.

- Oral History Program -- The HAB continues to expand their oral history collection available at historicelizabethco.org. Bob Rasmussen and Lynn Mitchell, with the assistance of Dianna Hiatt, have been conducting interviews and compiling oral histories. The website currently features 10 completed oral histories with a backlog of additional interviews to be posted. These have proven to be an effective community engagement tool, with social media generating 250+ engagements on Facebook.
- Historic Building Coloring Contest -- The HAB completed their first historic building coloring contest and received 14 entries. Community voting determined winners from each grade level (K-3rd). The four winners received award bags presented at the First

Friday Night Market, and all participants were offered complimentary DQ ice cream cones. The Town thanks the Library District and Elbert County Artist Guild for their partnership on this project. All contest entries can be viewed on the HAB's website.

- Historic Property Research -- Historic property research efforts are ongoing with several properties completed. As research is finalized, properties are added to the virtual walking tour map on the HAB's website. Property owners receive completed packets of research findings. Staff has received positive feedback from property owners expressing gratitude for the opportunity to meet with HAB members and learn previously unknown history about their properties.
- Partnership Development -- The HAB is exploring new partnerships with the Library District as well as the Elbert County Historical Society and Museum.
- The HAB recently took a tour of the Elbert County Museum and got to meet some of their board members.

- Greater Elizabeth PROST Master Plan—The master plan was approved by the Town's BOT, EPR District, and Elizabeth School District .
- 2025 Neighborhood Block Parties -- Neighborhood block parties are underway with three scheduled for 2025. Events are planned for June, July, and August.
- Board Onboarding Packets -- Staff is working on developing onboarding packets for all three boards: Planning Commission, Historic Advisory Board, and Main Street Board of Directors.
- Permit Document Updates -- Staff is updating permit documents and creating a one-stop shop informational packet to streamline the permitting process.
- Planning Commission
  - Strong Towns Workshop Series -- The Planning Commission participated in Strong Towns workshops on 08/20/2024 and 09/03/2024. More information can be found on the Town's website under Community Development and Planning Commission. Key Takeaways include:
    - Cities/Towns, like businesses must run a profit to effectively serve the community
    - It is hard to break even on infrastructure projects (streets, sidewalks, water, sewer, etc) unless the adjacent properties contribute enough/significantly in property and/or sales tax (general rule of thumb is 30:1 private to public investment)($1million in public improvements should generate $30million in private investment)
    - Cash infusions from large development projects create the illusion of solvency but generally don't cover long term maintenance of additional infrastructure (infinite timeframe/life of a Town)

- Suburban development pattern tends to be a larger scale with less productivity when compared to pre-WWII development pattern
- Towns, Cities, human settlements have developed in similar ways over thousands of years until post WWII suburban expansion
- The Federal and some State approaches to development, in particular in response to the Great Depression, were top down and provided fuel for accelerated growth (New Deal)
- The pre WWII development pattern Town/City were complex organisms that could adapt with changing variables vs the suburban development pattern is largely a complicated system which is less adaptable to different inputs (resilient vs fragile)(rainforest vs monocrop)
- Incremental development patterns or "little bets" create flexibility in the system versus large scale developments that are completed to a finished state all at once. (Historic Main Streets versus new outdoor shopping malls on the outskirts of a Town/City)
- Incremental development allows for feedback and adaptation during the maturation and thickening up of the community
- Financial Solvency is ESSENTIAL for long-term prosperity
- Land must NOT be squandered (non-renewable resource)
- Job creation and economic growth are the results of a healthy local economy, not substitutes for one
- Local government is the highest level of collaboration (some of the biggest impacts can be made at local level, not state or national for day-to-day life in your Town)
- Incremental investments or "little bets" are ideal way to see sustainable development occur (small local investments versus top-down large scale investment projects)
- Resiliency is key to Strong Towns over efficiency (may be more cost effective to build extra mile of infrastructure because of economies of scale but you ultimately have to pay to maintain that added infrastructure before you need it) Smaller development scale projects and blocks/neighborhoods with many owners and uses can withstand economic impacts better than large scale projects with single or fewer owners and uses
- Adaptability is key to complex system survival (Towns with the ability to adapt to changing wants and needs over time are more resilient than those that are unable to change with varying conditions) Future and current generations may want or

need different working, shopping, or living environments than in 1900, 1950, or 2000. Are we allowing for adaptability?

- Additional PC training will be researched to help prepare them for a potential comprehensive plan update.

TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

October 14, 2025

The Clerk's / Finance report reflects updates provided by individual Staff members.

Hannah

- Hannah is attending the Caselle conference this week, so does not have a report.

Allison

- I attended the Back to the Badge event and sat at the PD table. I had a wonderful time and was impressed by the turn-out. It was great to see all of the support for our deputies and officers. So glad Rico gets to stay with his family.
- I have reorganized and cleaned up our Christmas trailer. I installed netting so that our decorations will no longer fall and break. I relabeled all of the bins so that it is easy to identify what is where and where to put things back after the event.
- I will be attending the Caselle conference with Hannah the week of October 6th in Salt Lake City. I am excited to go on their excursion to Park City on Monday and see a new part of Utah. The conference should prove informative. I will provide an update when I return.

Harmony

- I took a week off for a "staycation." It was nice to disconnect for a little bit and get projects done around my home.
- Town Hall staff participated in the Homecoming Parade. It is always a fun event, and we love supporting our local schools.

Michelle

- I will not be at the October 14th meeting, I have a PSHRA Board meeting, Harmony will be your clerk for the meeting.
- I participated in the interview for the Commander position. It was a pleasure to sit alongside Fire Chief Steck and Sheriff Norton through the process.
- The Board is signed up to participate in the Boo Bash. Saturday October 25th from 10:00 am to 3:30 pm. I have requested that your booth be located between Hwy 86 and Broadway on the East side of the street. Do you wish to have a time schedule, or just plan to be there for the entire event?
- The Town has officially joined the new Elbert County Chamber of Commerce. https://elbertcountychamber.org/home

- With Allison and Hannah both away at conference this week Harmony did an outstanding job covering.
- Staff are gearing up for the upcoming holiday season:
    - Boo Bash
    - Mayor's Tree Lighting
    - Senior Basket Project
    - Staff Holiday Party

Town of Elizabeth

Planning Commission Regular Meeting

Tuesday, August 5, 2025 at 6:30 PM
Town Hall, 151 S. Banner Street

Call to Order

The Regular Meeting of the Planning Commission was called to order on Tuesday, August 5, 2025, at 6:30 PM by Chair George Fick.

Roll Call

Present:
Chair George Fick
Vice Chair Amy Schmidt
Commissioner Julie Uhernik
Commissioner Jim Santangelo
Commissioner Ed Beard
Absent:
Commissioner Greg Lindbloom
Commissioner Shawn Sommer

There was a quorum to do business.

Also in Attendance:
Planner/Project Manager Alexandra Cramer
Deputy Town Clerk Harmony Malakowski

Public Comment

This is a meeting of the Planning Commission held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Commission. Your comments will be limited to 3 minutes. The Planning Commissioners may not respond to your comments during this meeting. Rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Commissioners, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Chair will direct Staff to have a response at the next regularly scheduled Commission meeting.

There was no Public Comment.

Agenda Changes

No changes from Administration.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the June 17, 2025 Regular Meeting

Motion by Vice Chair Schmidt, seconded by Commissioner Santangelo, to approve the Consent Agenda.
Voting Yes: Chair Fick, Vice Chair Schmidt, Commissioner Uhernik, Commissioner Santangelo
Voting No: None

Motion Passed Unanimously (4-0)

Chair Fick closed the Regular Meeting and opened the Public Hearing at 6:31 PM.

Public Hearing

2. 350 S. Elbert St. Use by Special Review and Minor Development - Alexandra Cramer

Alexandra Cramer provided a staff report.
Dan Henderson represented the applicant, MBP Enterprises.

There was no Public Comment.

Chair Fick closed the Public Hearing and opened the Regular Meeting at 6:50 PM.

New Business

3. Discussion and possible action on recommendation of approval for the Use by Special Review and Minor Development for 350 S. Elbert St. to the Board of Trustees - Alexandra Cramer

Motion by Commissioner Santangelo, seconded by Vice Chair Schmidt, to approve the recommendation for the Use by Special Review for 350 S. Elbert St. to the Board of Trustees.
Voting Yes: Chair Fick, Vice Chair Schmidt, Commissioner Uhernik, Commissioner Santangelo
Voting No: None

Motion Passed Unanimously (4-0)

Motion by Vice Chair Schmidt, seconded by Commissioner Santangelo, to approve the recommendation for the Minor Development for 350 S. Elbert St. to the Board of Trustees.
Voting Yes: Chair Fick, Vice Chair Schmidt, Commissioner Uhernik, Commissioner Santangelo
Voting No: None

Motion Passed Unanimously (4-0)

Staff Report

4. Staff Report

- Planner/Project Manager Alexandra Cramer:
  - Answered a question from Vice Chair Schmidt regarding an update on the new parking lot.
  - Answered a question from Commissioner Santangelo regarding the restrooms at the new parking lot.
  - Answered a question from Vice Chair Schmidt regarding an update on Walnut Grove.

- Provided a reminder and update regarding upcoming events in September.

Commissioner Reports

5. Commissioner Reports

There were no Commissioner Reports.

Adjournment

Motion by Vice Chair Schmidt, seconded by Commissioner Santangelo, to adjourn the meeting at 6:57 PM.
Voting Yes: Chair Fick, Vice Chair Schmidt, Commissioner Uhernik, Commissioner Santangelo
Voting No: None

Motion Passed Unanimously (4-0)

Deputy Town Clerk Harmony Malakowski

Chair George Flick

TOWN OF ELIZABETH INCORPORATED SEAL SEPTEMBER 24 1890 ELBERT COUNTY COLORADO