TO:	Town of Foxfield, Planning Commission
FROM:	Matthew Nilsen, Planner, SAFEbuilt Studio
Thru:	Travis Reynolds, Planning Manager, SAFEbuilt Studio
DATE:	December 10, 2020
SUBJECT:	Staff Report – Minor Subdivision Application: 6740 S Waco Street

Minor Subdivision Application: 6740 S Waco Street

Date:	December 10, 2020	**Planner:**	**Matthew Nilsen**	**Phone:**	**720-829-7360**
Location:	6740 S Waco St Foxfield, CO 80016				
Applicant:	Kirby Smith, Kirby Smith & Associates, Inc.	**Owner:**	Seevers Family Trust c/o Kathe Seevers Moser, Trustee		
Address:	6201 S Hudson Court Centennial, CO 80121	**Address:**	6 Fairchild Lane Huntsville, TX 77320		

Case Summary

Request:	The applicant is requesting approval of a Minor Subdivision for 6740 S Waco St, in accordance with the variance granted to this property by the Board of Adjustment on March 12th, 2020 to allow a decreased minimum lot area.
Project Description:	Requested approval of a Minor Subdivision Plat and Subdivision Agreement. The existing 3.94-acre lot will be divided evenly, with a single driveway access point (to be constructed and permitted at a later date) from S. Waco Street. The property is currently vacant, and the subdivision will split the one lot into two vacant lots for future single-family residential use.
Key Approval Criteria:	• The proposed subdivision meets the definition of a minor subdivision • The proposed subdivision fully conforms to all applicable requirements for the zone district in which the property is located, except for Minimum Lot Area, which it was granted a variance for on March 12th, 2020 • The proposed subdivision meets or satisfies all other applicable requirements • The subdivision agreement includes the necessary security, as required by the Town Municipal Code, to guarantee the future construction of the shared driveway access (as required by the Town Engineer) and a water line extension (as required by Arapahoe County Water and Waste Authority)
Staff Recommendation:	• Approval with Conditions
Current Zone District:	RR (Large Lot Rural Residential)

Attachments for Review

☒ Attachment A: Final Plat Exhibit
☒ Attachment B: Subdivision Agreement

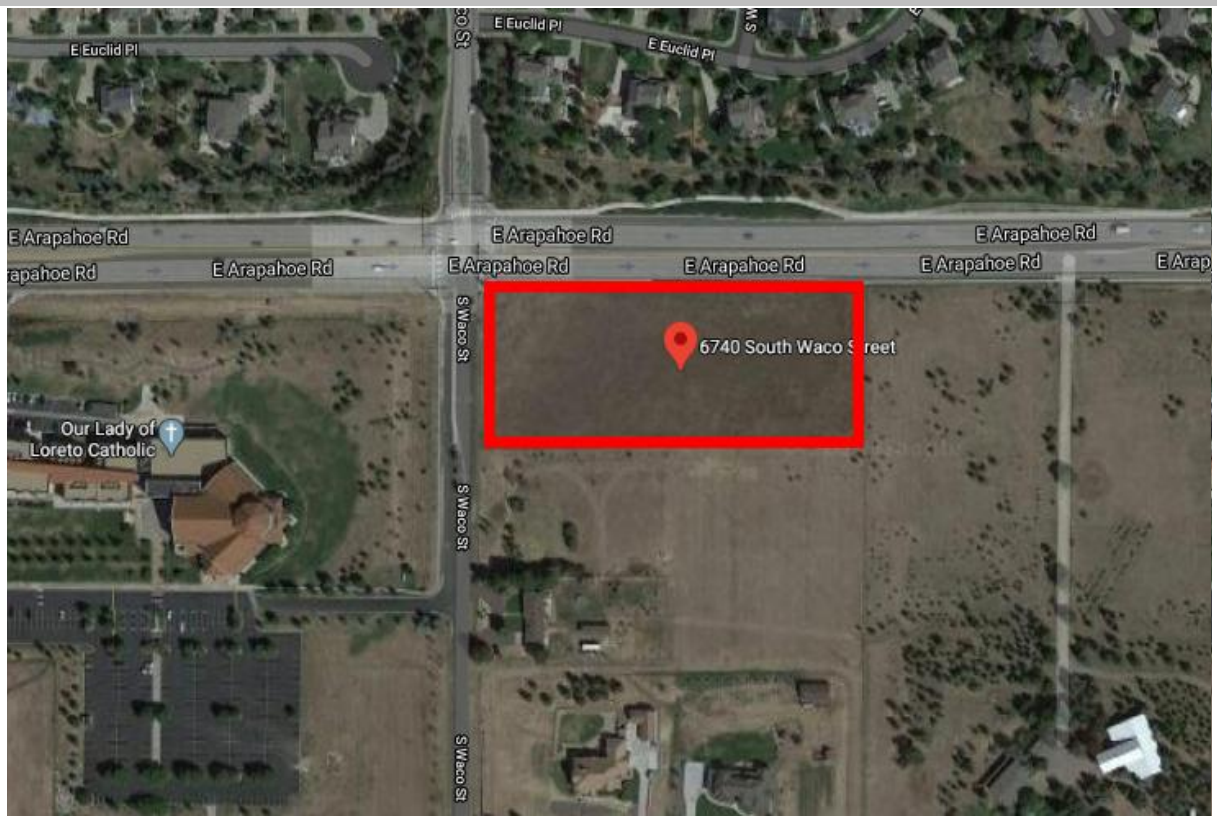
Background Information

Site Information	
Site Size:	3.94 acres (171,626.40 square feet)
Current Conditions:	Vacant
Existing Right-of-Way:	East Arapahoe Rd to the north; S Waco St to the west
Existing Buildings:	Site is vacant; multiple residential structures to the south and 1 church structure to the west across S Waco Street.
Buildings to Remain?	☐ Yes ☐ No ☒ NA
Site in Floodplain?	☐ Yes ☒ No

Surrounding Properties

	Existing Land Use	Occupant	Zoning
North	Residential	Residential Subdivision across E Arapahoe Rd (in Aurora jurisdiction)	Aurora
South	Residential	Residence - 6780 S Waco Street	RR
East	Residential	Residence - 18300 E Arapahoe Rd	RR
West	Institutional	Church - 18000 E Arapahoe Rd (Our Lady of Loreto Catholic Church)	PD

Site Map



Applicant's Request

The applicant is requesting the approval of a Minor Subdivision of an existing vacant 3.94-acre parcel into two approximately 1.97-acre parcels, each approximately 85,742 square feet in size, for future single-family residential use in the Large Lot Rural Residential (RR) zone district. A Variance was approved with conditions by the Board of Adjustment on March 12th, 2020, to allow a decrease in the required Minimum Lot Area.

Planning & Zoning Staff Analysis

Section 17-3-360 (Standards for minor subdivision and minor amendment approval) outlines eight criteria for approval of a minor subdivision. As outlined below, this request fulfills each of these criteria. The application also complies with all conditions of the approved variance. Furthermore, the application conforms to the goals and policies of the Town's Master Plan, including to "maintain the standard of single family residential development on rural estate lots," to "encourage appropriate and compatible development of currently undeveloped land," and to "encourage development that is compatible with a rural character, in terms of land use, scale, or other characteristics."

This application was referred to all applicable Town and County departments and agencies for referral review and all comments have been addressed by the applicant. The included Subdivision Agreement provides security to guarantee future construction of 1) one new shared driveway access from S Waco St to serve both lots and 2) a new 6" PVC water line extension connecting the existing Arapahoe County Water and Wastewater Authority (ACWWA) water lines from Arapahoe Road through the site to S Waco St, as required by ACWWA.

Consistency with Minor Subdivision Approval Criteria

The property in question is subject to eight approval criteria found in Section 17-3-360 of the Town of Foxfield Municipal Code. Below is a staff analysis for each point:

Criteria Met?	Approval Criteria	Rationale
☒	Section 17-3-360-(1) The proposed subdivision meets the definition of a minor subdivision or minor amendment contained in this Division;	Yes. Sec. 17-3-320 defines a minor subdivision as "*any division of land that: (1) Divides a parcel of land held in single or common ownership into two (2) parcels; and (2) Does not create or result in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard…*" This application divides a parcel under single ownership into two parcels, and the proposal complies with all applicable standards, aside from minimum lot area, for which a variance has been granted.

Criteria Met?	Approval Criteria	Rationale
☒	Section 17-3-360-(2) The proposed subdivision fully conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks and minimum lot sizes;	Yes. The proposal conforms to all applicable requirements, aside from minimum lot area, for which a variance has been granted.
☒	Section 17-3-360-(3) The proposed subdivision meets or satisfies all other applicable requirements of this Code;	Yes. The proposal meets or satisfies all other applicable requirements of the Municipal Code.
☒	Section 17-3-360-(4) The streets, whether public or private, and all public improvements necessary to serve the subdivision meet or exceed the requirements of the Town;	Yes. Required public improvements, including an 8ft utility easement and a 20ft general public use easement were previously granted to the Town for this site. No other public improvements are required for this proposal. The increased traffic impact on local roads should be minimal, as this project only adds one additional single-family residential lot. The applicant will be subject to a Right-of-Way Use Permit for any necessary work related to the new driveway access or ACWWA water line installation.
☒	Section 17-3-360-(5) Adequate utility easements are established within the affected property to provide service to the lots created by or illustrated upon the minor plat;	Yes. 8ft utility easements are in place along all necessary property lines. Additionally, an easement is provided for the future water line installation, as required by the Arapahoe County Water and Wastewater Authority (ACWWA).
☒	Section 17-3-360-(6) Existing public trails located within the lots illustrated upon the minor plat are preserved or new trails are dedicated by the plat that will provide, in the opinion of the Town, a substantially similar or improved trail system in terms of route, grade, access, surface quality, ease of maintenance and safety;	Not applicable. No trails exist or are proposed on this property.
☒	Section 17-3-360-(7) The proposed configuration, shape, arrangement and layout of the lots, conditions placed on the lots and any streets do not, in the opinion of the Town, create a lot or street that is inconsistent or incompatible with other lots or streets within the neighborhood or the vicinity, or do not substantially and adversely affect adjacent properties;	Yes. The proposed configuration, shape, arrangement, layout, and conditions of the lots do not create any inconsistencies or incompatibilities with nearby lots, streets, and neighborhoods. This minor subdivision will not substantially or adversely affect adjacent properties. The increased traffic impact on local roads should be minimal, as this project only adds one additional single-family residential lot.

Criteria Met?	Approval Criteria	Rationale
☒	Section 17-3-360-(8) The proposed subdivision substantially conforms to the goals and policies of the Town's Master Plan to the extent that such goals and policies establish requirements that are sufficiently specific to permit the Planning Commission or Board of Trustees to decide that the application and subdivision plat meets or fails to meet such goal or policy.	Yes. As found in the variance hearing on March 12th, 2020, this proposal conforms to the goals and policies of the Town's Master Plan, including, but not limited to, "maintain[ing] the standard of single family residential development on rural estate lots…or currently undeveloped land."

Planning & Zoning Staff Recommendation

Based upon the analysis above, the Planning & Zoning Staff believe the application meets the criteria for a Minor Subdivision, as set forth in Chapters 16 and 17 of the Town of Foxfield Municipal Code, and recommends that the Planning Commission approve the Minor Subdivision Plat and Subdivision Agreement, subject to the following conditions:

CONDITION:

A. All future proposed site development, alterations and expansions shall obtain all requisite Town approvals and display conformance with all other applicable provisions and development standards of the Town of Foxfield Municipal Code.

Recommended Motion

To recommend approval subject to condition(s):

I move that the Planning Commission find that the requested Minor Subdivision at **6740 S Waco Street** meets the criteria of Chapters 16 and 17 of the Town of Foxfield Municipal Code and, based upon such findings, approve the Minor Subdivision Plat and Subdivision Agreement, subject to the following conditions:

A. All future proposed site development, alterations and expansions shall obtain all requisite Town approvals and display conformance with all other applicable provisions and development standards of the Town of Foxfield Municipal Code.

Exhibit A

FINAL PLAT

WACO RIDGE SUBDIVISION FILING NO. 1 FIRST AMENDMENT

A REPLAT OF LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1

PART OF THE WEST 1/2 OF NORTHEAST 14, SECTION 28, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO
SHEET 1 OF 2

STANDARD NOTES:

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDER(S) OF THE PLAT KNOWN AS WACO RIDGE SUBDIVISION FILING NO.1 1ST AMENDMENT THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE:

THE OWNERS OF THIS PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN THE TOWN OF FOXFIELD, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS, AND EASEMENTS, I.E.; CROSS ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.

SIGHT TRIANGLE MAINTENANCE:

THE OWNERS OF PRIVATE PROPERTY CONTAING A TRAFFIC SIGHT TRIANGLE ARE PROHIBITED FROM ERECTING OR GROWING ANY OBSTRUCTIONS OVER THREE FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY WITHIN SAID SIGHT TRIANGLE.

PUBLIC IMPROVEMENT NOTE:

AFTER FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT APPROVAL, ISSUANCE OF INDIVIDUAL BUILDING PERMITS WILL BE SUBJECT TO THE FOLLOWING STIPULATIONS AND/OR CONDITIONS PRECEDENT, WHICH OWNER AGREES TO IN CONJUNCTION WITH APPROVAL OF THE FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT. SUCH BUILDING PERMITS WILL BE ISSUED ONLY AFTER THE OWNERS GUARANTEE PUBLIC IMPROVEMENTS IN A FORM ACCEPTABLE TO THE BOARD OF TRUSTEES OF THE TOWN OF FOXFIELD PURSUANT TO THE APPROVED SUBDIVISION IMPROVEMENTS AGREEMENT.

LANDSCAPE MAINTENANCE:

THE OWNERS OF THIS PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR ENTITY OTHER THAN THE TOWN OF FOXFIELD IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN THE TOWN OF FOXFIELD, AGREE TO THE RESPONSIBILITY OF MAINTAING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

EMERGENCY ACCESS:

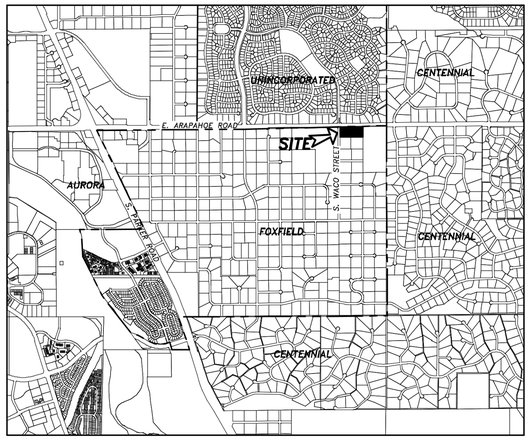
EMERGENCY ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

STREET MAINTENANCE:

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE SUBDIVIDER AND THE TOWN OF FOXFIELD THAT THE DEDICATED PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO STREETS, ROADS, LANES AND DRIVES, SHOWN ON THIS PLAT WILL NOT BE ACCEPTED FINALLY FOR MAINTENANCE BY THE TOWN UNTIL AND UNLESS THE OWNER(S) CONSTRUCT THE SAME IN ACCORDANCE WITH THE SUBDIVISION AGREEMENT, IF ANY, AND SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT AND APPROVAL OF THE TOWN HAS ISSUED TO THAT EFFECT.

COVENANT CONCERNING MAINTENANCE OF DRAINAGE FACILITIES:

THE OWNER(S), ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING, BUT NOT LIMITED TO, PRIVATE DRAINAGE FACILITIES OTHER THAN EASEMENTS AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. THE BENEFITS AND BURDENS DESCRIBED IN THIS COVENANT SHALL RUN WITH THE LAND AND BIND THE PRESENT OWNER(S), ITS SUCCESSORS AND ASSIGNS.



VICINITY MAP
1"=2000'

GENERAL NOTES:

1. BEARINGS ARE BASED UPON GPS OBSERVATIONS RELATIVE TO TRUE NORTH ON THE NORTH LINE OF THE NORTHEAST QUATER OF SECTION 28, WHICH BEARS S89°36'32"W AND IS MONUMENTED AS SHOWN HEREON.
2. EXTERIOR BOUNDARY MONUMENTS WILL BE SET IN A CONCRETE COLLAR.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISIDED STATUTES.
4. NO OFFSET MONUMENTS ARE TO BE SET IN CONJUCTION WITH THIS PLAT.

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO.
BASIS OF BEARINGS
BEARINGS ARE ASSUMED AND BASED ON THE CONSIDERATION THAT THE NORTH LINE OF THE NE 1/4, OF SECTION 28 BEARS S89°36'32"W AS SHOWN HEREON BETWEEN THE IDENTIFIED MONUMENTS.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE ALL OF THE OWNER(S), MORTGAGEE(S) AND LIENHOLDER(S) OF CERTAIN LANDS IN THE TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1,TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO.., CONTAINING 3.94 ACRES, MORE OR LESS. THE UNDERSIGNED HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS AND TRACTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF WACO RIDGE SUBDIVISION FILING NO. 1 FIRST AMENDMENT AND DO HEREBY DEDICATE TO THE TOWN OF FOXFIELD FOR PUBLIC USE THE PUBLIC WAYS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, STREETS, ROADS, DRIVES AND LANES; THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE; AND THE RECREATIONAL TRAILS SHOWN HEREON FOR NON-MOTORIZED, RECREATIONAL USE BY THE PUBLIC IN THE MANNER SIMILAR TO OTHER PUBLIC TRAILS THROUGHOUT THE TOWN OF FOXFIELD, SUBJECT TO THE APPLICABLE LAWS AND ORDINANCES OF THE TOWN OF FOXFIELD, AND FOR USE BY VEHICLES APPROPRIATE FOR THE MAINTENANCE OF THE TRAIL EASEMENTS BY THE TOWN OR ITS CONTRACTORS. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE TOWN OF FOXFIELD THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES ONLY. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE TOWN OF FOXFIELD ALL DRAINAGE EASEMENTS SHOWN HEREON FOR DRAINAGE PURPOSES ONLY.
THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICES WITHIN THIS SUBDIVISION OF PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO, ROADS, STREETS, LANES AND DRIVES AS SHOWN HEREON, AND ALSO UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN HEREON.
THE LANDS COMPRISING THIS SUBDIVISION ARE SUBJECT TO CERTAIN COVENANTS WHICH ARE RECORDED IN BOOK _____ AT PAGE _____, OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO.
EXECUTED THIS _____ DAY OF _____, 20___.

_____ _____

OWNER: THE FRANK R. SEEVERS AND PEGGY G. SEEVERS TRUST DATED APRIL 22, 1997-FAMILY TRUST
REPRESENATIVE: KATHE SEEVER

STATE OF COLORADO,)
) SS.
COUNTY OF ARAPAHOE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 20___, BY _____.

WITNESS MY HAND AND SEAL.

_____
NOTARY
MY COMMISSION EXPIRES _____.

SPECIFIC NOTES:

STREET LIGHTING:

ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS PLAT, TOGETHER WITH RATES, RULES, AND REGULATIONS THERIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAT ACCORDING TO APPLICABLE RATES, RULES AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSIONS OF THE STATE OF COLORADO.

DRAINAGE:

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF THE TOWN OF FOXFIELD AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATONS AND STANDARDS AS ADOPTED BY THE TOWN OF FOXFIELD AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF TOWN APPROVAL OF THE DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

PUBLIC USE EASEMENT:

ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF THE TOWN OF FOXFIELD AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S EASEMENT REGULATIONS AND STANDARDS AS ADOPTED BY THE TOWN OF FOXFIELD AND ALL TERMS AND CONDITIONS OF RECORD, IF ANY, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF TOWN APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

UTILITY EASEMENTS:

EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT IN THE SUBDIVISION. IN ADDITION, EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY GRANTED AROUND THE PERIMETER OF TRACTS, PARCELS AND/OR OPEN SPACES AREAS. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAIMTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELCOMMUNICATIONS FACILITIES, UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.

CROSS LOT DRAIANAGE EASEMENT:

THE RESPECTIVE OWNERS OF ALL LOTS WITHIN THIS PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, AGREE TO ACCEPT DRAINAGE (STORMWATER RUNOFF) FROM ALL OTHER LOTS WITHIN THIS PLAT AND ALSO AGREE NOT TO IMPEDE THE FLOW OF THE ACCEPTED RUNOFF.

TITLE CERTIFICATE:

I, _____, AS AUTHORIZED AGENT FOR _____ TITLE COMPANY, AND HAVING THE POWER AND AUTHORITY TO LEGALLY BIND _____ TITLE COMPANY WITH RESPECT TO THE CERTIFICATION MADE HEREIN, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO THE ABOVE-DESCRIBED LAND DEDICATION TO THE TOWN OF FOXFIELD, AND THAT THE PARTY(IES) EXECUTING THE DEDICATION HAVE MERCHANTABLE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY AND ARE WELL SEIZED OF THE PROPERTY DEDICATED BY THIS PLAT AND HAVE GOOD, SURE, PERFECT, ABSOLUTE AND INDEFEASIBLE ESTATE OF INHERITANCE, IN LAW, IN FEE SIMPLE AND HAVE GOOD RIGHT, FULL POWER AND LAWFUL AUTHORITY TO DEDICATE THE SAME IN MANNER AND FORM AS AFORESAID, AND THAT SAME IS FREE AND CLEAR FROM ALL FORMER AND OTHER GRANTS, BARGAINS, SALES, LIENS, TAXES, ASSESSMENTS, ENCUMBRANCES AND RESTRICTIONS OF WHATEVER KIND OR NATURE EXCEPT THOSE OF RECORD AND ACCEPTABLE TO THE TOWN.

BY _____
AGENT

SURVEYING CERTIFICATE:

I, JOHNNY CALVIN HICKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

_____
JOHNNY CALVIN HICKS LICENSED LAND SURVEYOR
PLS NO. 36570
FOR AND ON BEHALF OF DAVID E. ARCHER SURVEYING & ASSOC., INC.

TOWN APPROVAL:

THIS PLAT IS APPROVED FOR FILING AND THE TOWN HEREBY ACCEPTS THE DEDICATION OF THE PUBLIC WAYS SHOWN HEREON, INCLUDING, BUT NOT LIMITED TO, THE STREETS, ROADS, DRIVES AND LANES FOR PUBLIC USE SUBJECT TO THE PROVISIONS CONTAINED IN THE STREET MAINTENANCE NOTE HEREIN, THE DEDICATION OF PUBLIC LANDS SHOWN HEREON, AND THE DEDICATION OF THE UTILITY EASEMENTS, DRAINAGE EASEMENTS AND RECREATIONAL TRAILS SHOWN HEREON.
SIGNED THIS _____ DAY OF _____, 20___.
TOWN OF FOXFIELD PLANNING COMMISSION

BY _____
CHAIRMAN

AS TO ACCEPTANCE OF DEDICATION OF PUBLIC WAYS AND PUBLIC IMPROVEMENTS
TOWN OF FOXFIELD BOARD OF TRUSTEES:

BY _____
MAYOR

RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT _____.M. ON THE _____ DAY OF _____, 20___, IN BOOK _____, PAGE _____, MAP _____, RECEPTION NUMBER _____.

ARAPAHOE COUNTY CLERK AND RECORDER

BY _____
DEPUTY

REVISIONS		
By	Date	Description
DMH	6-17-20	Add Title Certificate & Esmt.

DRAWN: DMH
CHECKED: KEV
DESIGNED:
FILENAME:

WACO RIDGE SUBDIVISION FILING NO.1 FIRST AMENDMENT

COVER SHEET / SIGNATURE BLOCKS

DAVID E. ARCHER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTING
SURVEYING & ENGINEERING
PHONE (303) 688-4642
105 WILCOX ST. CASTLE ROCK, COLORADO 80104

JOB NO. 20-038B
SCALE:
DATE MAY 11, 2020
SHEETS 2
SHEET 1

Mon Aug 17 13:44:39 2020
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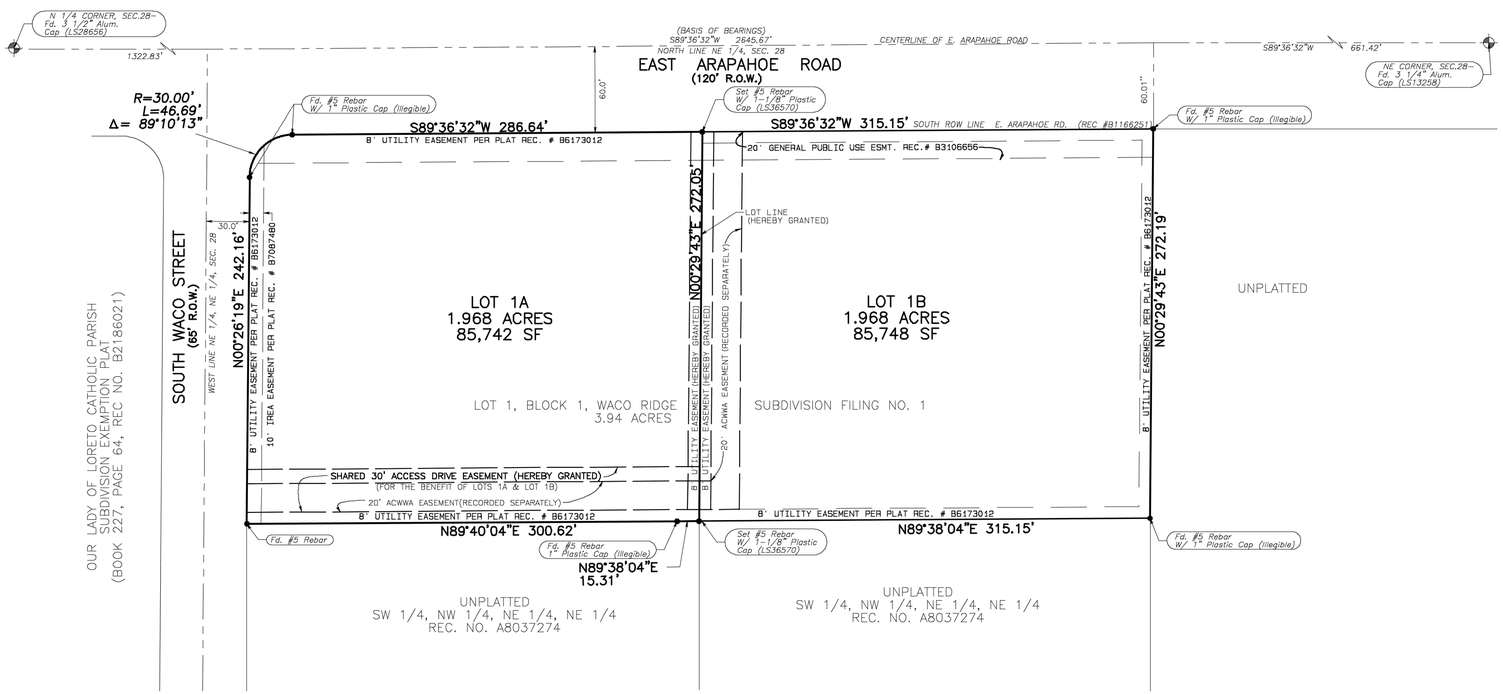
FINAL PLAT

WACO RIDGE SUBDIVISION FILING NO. 1 FIRST AMENDMENT

A REPLAT OF LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1

PART OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO
SHEET 2 OF 2



GRAPHIC SCALE 1"=50'
0 50 100 150

All measurements shown hereon are U.S. Survey Feet.
Conflicting boundary evidence is as shown.

PROPERTY DESCRIPTION

LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO.

BASIS OF BEARINGS
BEARINGS ARE ASSUMED AND BASED ON THE CONSIDERATION THAT THE NORTH LINE OF SECTION 28 BEARS S89°36'32"W AS SHOWN HEREON BETWEEN THE IDENTIFIED MONUMENTS.

NOTE

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.

REVISIONS		
By	Date	Description
DMH	8-17-20	Add Title Certificate & Esmt.

DRAWN: DMH
CHECKED: KEV
DESIGNED:
FILENAME:

WACO RIDGE SUBDIVISION FILING NO.1 FIRST AMENDMENT

PLAT PLAN

DAVID E. ARCHER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTING
SURVEYING & ENGINEERING
PHONE (303) 688-4642
105 WILCOX ST. CASTLE ROCK, COLORADO 80104

JOB NO. 20-038B
SCALE 1"=50'
DATE MAY 11, 2020
SHEETS 2
SHEET 2

Mon Aug 17 13:46:19 2020
G:\Drawings\2020\20-038B\REPLAT\WACO RIDGE SUB NO. 1 AM 1.pro

WACO RIDGE SUBDIVISION AGREEMENT
FILING NO. 1 FIRST AMENDMENT
A Replat of Lot 1, Block, 1 Waco Ridge Subdivision Filing No. 1
Subdivision Agreement

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the TOWN OF FOXFIELD, COLORADO, a Colorado municipal corporation (the "Town") and THE FRANK R. SEEVERS AND PEGGY G. SEEVERS TRUST DATED APRIL 22, 1997 - FAMILY TRUST (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Foxfield, known as Waco Ridge Subdivision, Filing No. 1 First Amendment, A Replat of Lot 1, Block, 1 Waco Ridge Subdivision Filing No. 1, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property").

B. On _____, 20___, the Board of Trustees of the Town of Foxfield, after holding all necessary public hearings and having received a recommendation of approval from the Foxfield Planning Commission, approved the final 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 is 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 Foxfield Subdivision Ordinance and Zoning Ordinance, any and all state statutes and any other ordinances of the Town of Foxfield, 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 Arapahoe County Clerk and Recorder.

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

3. Specific Conditions. The Developer hereby agrees that:

   a. The Developer shall construct one new driveway access from the property line to the edge of the existing roadway pavement (including an adequate culvert to convey drainage in the roadside ditch) in accordance with the plans prepared by the Developer's civil engineer to the Town's regulations, and as approved by the Town's engineering consultant.

   b. The Developer shall construct a new 6" PVC waterline extension from the existing ACWWA water transmission and distribution system within Foxfield in accordance with the plans prepared by the Developer's civil engineer to ACWWA's design standards, and as approved by ACWWA's engineering consultant.

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 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 to 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 curb, gutter and slope easements, and necessary appurtenances as shown on the subdivision plat and the associated construction documents (the "Public Improvements"), as approved by the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The improvements required by this Agreement and shown on the final subdivision plat submittal, as well as associated construction documents approved by the Town and the costs of these 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 subdivision plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by 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 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. 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 free of defects in materials or workmanship 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 that all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Town.

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 3 of this Agreement, including the inspections hereof, shall be performed on or before _December 10, 2021_, 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 or its 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, the Town

shall accept said improvements upon conveyance pursuant to Paragraph 10; provided, however, that 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 subdivision 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, prior to recording the final plat in the real estate records of Arapahoe County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the Performance Guarantee described herein. The Performance Guarantee provided by the Developer shall be 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 ($121,625.00 x 110% = $133,788.00)**, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat of the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit 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**, 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 irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town as set forth in **Exhibit C** attached hereto. If, however, they are unable to agree, the Town's 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 letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, 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 letter of credit 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, 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. 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 nuisances are defined by the ordinances of the Town of Foxfield. In the event the authorized inspector/designated Town authority for the Town determines that a nuisance exists, the Developer shall be subject to the provisions set forth in ordinances of the Town of Foxfield 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 ordinances of the Town of Foxfield. 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 that the Developer has received thirty (30) days' notice as provided herein.

    The Town 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 Town of Foxfield 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 (1) 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 Arapahoe 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 Foxfield
P.O. Box 461450
Foxfield, CO 80046

With copy to:

Corey Y. Hoffmann, Esq.
Hayes, Phillips, Hoffmann & Carberry, P.C.
1530 16th Street, Suite 200
Denver, CO 80202

Notice to Developer:

The Frank R. Seevers and Peggy G. Seevers Trust Dated April 22, 1997 - Family Trust
c/o Kathe Seevers Moser, Trustee
6 Fairchild Lane
Huntsville, TX 77320-3175

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 Arapahoe 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.

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

TOWN OF FOXFIELD, CO

By: _____
Mayor

DEVELOPER

By: Kathe Seevers Moser - Trustee 12/09/2020

Name: The Frank R. Seevers and Peggy G. Seevers Trust Dated April 22, 1997 - Family Trust

Title: Kathe Seevers Moser, Trustee

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1A and Lot 1B, Block 1, Waco Ridge Subdivision Filing No. 1, First Amendment,
A Replat of Lot 1, Block 1, Waco Ridge Subdivision Filing No.1
Town of Foxfield, Arapahoe County, Colorado.

EXHIBIT B

(SEE ATTACHED PLAT)

EXHIBIT C

PUBLIC IMPROVEMENTS COST ESTIMATE
(New Driveway Access & New 6" PVC Waterline Extension)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ORIGINAL BID
	General Conditions:				
1	Mobilization	1	LS		
3	General Conditions	1	LS		
				Sub-Total: General Conditions	**$8,300**
	Storm Sewer				
11	18" CMP	45	LF		
12	18" FES	2	EA		
13	Regrade channel and place rip rap	1	EA		
				Sub-Total: Storm	**$11,775**
	Water Line				
18	Wet Tap	2	EA		
19	6" PVC	865	EA		
20	6" Gate Valve	3	LF		
21	6" Tee	1	LF		
22	Fire Hydrant	1	EA		
23	6" Bend	2	EA		
24	3/4 Service w/ meter pit	2	EA		
25	Traffic Control	1	LS		
26	Flowable Fill	1	LS		
27	Asphalt R&R	1	LS		
				Sub-Total: Water Line	**$101,550**

TOTAL **$121,625**

EXHIBIT D

LETTERS OF CREDIT – T.B.D.

EXHIBIT 'B'

FINAL PLAT

WACO RIDGE SUBDIVISION FILING NO. 1 FIRST AMENDMENT

A REPLAT OF LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1

PART OF THE WEST 1/2 OF NORTHEAST 14, SECTION 28, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO
SHEET 1 OF 2

STANDARD NOTES:

THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDER(S) OF THE PLAT KNOWN AS WACO RIDGE SUBDIVISION FILING NO.1 1ST AMENDMENT THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE:

THE OWNERS OF THIS PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR OTHER ENTITY OTHER THAN THE TOWN OF FOXFIELD, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS, AND EASEMENTS, I.E.; CROSS ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.

SIGHT TRIANGLE MAINTENANCE:

THE OWNERS OF PRIVATE PROPERTY CONTAING A TRAFFIC SIGHT TRIANGLE ARE PROHIBITED FROM ERECTING OR GROWING ANY OBSTRUCTIONS OVER THREE FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY WITHIN SAID SIGHT TRIANGLE.

PUBLIC IMPROVEMENT NOTE:

AFTER FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT APPROVAL, ISSUANCE OF INDIVIDUAL BUILDING PERMITS WILL BE SUBJECT TO THE FOLLOWING STIPULATIONS AND/OR CONDITIONS PRECEDENT, WHICH OWNER AGREES TO IN CONJUNCTION WITH APPROVAL OF THE FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT. SUCH BUILDING PERMITS WILL BE ISSUED ONLY AFTER THE OWNERS GUARANTEE PUBLIC IMPROVEMENTS IN A FORM ACCEPTABLE TO THE BOARD OF TRUSTEES OF THE TOWN OF FOXFIELD PURSUANT TO THE APPROVED SUBDIVISION IMPROVEMENTS AGREEMENT.

LANDSCAPE MAINTENANCE:

THE OWNERS OF THIS PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS ASSOCIATION OR ENTITY OTHER THAN THE TOWN OF FOXFIELD IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN THE TOWN OF FOXFIELD, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

EMERGENCY ACCESS:

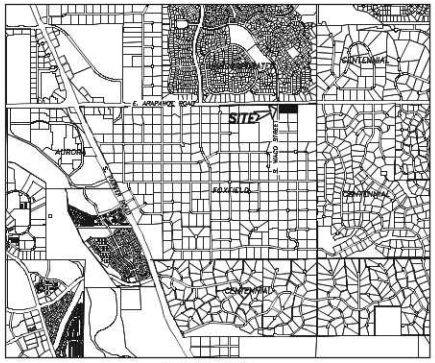
EMERGENCY ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

STREET MAINTENANCE:

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE SUBDIVIDER AND THE TOWN OF FOXFIELD THAT THE DEDICATED PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO STREETS, ROADS, LANES AND DRIVES, SHOWN ON THIS PLAT WILL NOT BE ACCEPTED FINALLY FOR MAINTENANCE BY THE TOWN UNTIL AND UNLESS THE OWNER(S) CONSTRUCT THE SAME IN ACCORDANCE WITH THE SUBDIVISION AGREEMENT, IF ANY, AND SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT AND APPROVAL OF THE TOWN HAS ISSUED TO THAT EFFECT.

COVENANT CONCERNING MAINTENANCE OF DRAINAGE FACILITIES:

THE OWNER(S), ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING, BUT NOT LIMITED TO, PRIVATE DRAINAGE FACILITIES OTHER THAN EASEMENTS AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. THE BENEFITS AND BURDENS DESCRIBED IN THIS COVENANT SHALL RUN WITH THE LAND AND BIND THE PRESENT OWNER(S), ITS SUCCESSORS AND ASSIGNS.



VICINITY MAP
1"=2000'

GENERAL NOTES:

1. BEARINGS ARE BASED UPON GPS OBSERVATIONS RELATIVE TO TRUE NORTH ON THE NORTH LINE OF THE NORTHEAST QUATER OF SECTION 28, WHICH BEARS S89°36'32"W AND IS MONUMENTED AS SHOWN HEREON.
2. EXTERIOR BOUNDARY MONUMENTS WILL BE SET IN A CONCRETE COLLAR.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISIDED STATUTES.
4. NO OFFSET MONUMENTS ARE TO BE SET IN CONJUCTION WITH THIS PLAT.

LEGAL DESCRIPTION:

LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO.
BASIS OF BEARINGS
BEARINGS ARE ASSUMED AND BASED ON THE CONSIDERATION THAT THE NORTH LINE OF THE NE 1/4, OF SECTION 28 BEARS S89°36'32"W AS SHOWN HEREON BETWEEN THE IDENTIFIED MONUMENTS.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE ALL OF THE OWNER(S), MORTGAGEE(S) AND LIENHOLDER(S) OF CERTAIN LANDS IN THE TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1,TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO.., CONTAINING 3.84 ACRES, MORE OR LESS. THE UNDERSIGNED HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS AND TRACTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF WACO RIDGE SUBDIVISION FILING NO. 1 FIRST AMENDMENT AND DO HEREBY DEDICATE TO THE TOWN OF FOXFIELD FOR PUBLIC USE THE PUBLIC WAYS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, STREETS, ROADS, DRIVES AND LANES; THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE; AND THE RECREATIONAL TRAILS SHOWN HEREON FOR NON-MOTORIZED, RECREATIONAL USE BY THE PUBLIC IN THE MANNER SIMILAR TO OTHER PUBLIC TRAILS THROUGHOUT THE TOWN OF FOXFIELD, SUBJECT TO THE APPLICABLE LAWS AND ORDINANCES OF THE TOWN OF FOXFIELD, AND FOR USE BY VEHICLES APPROPRIATE FOR THE MAINTENANCE OF THE TRAIL EASEMENTS BY THE TOWN OR ITS CONTRACTORS. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE TOWN OF FOXFIELD THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES ONLY. THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE TOWN OF FOXFIELD ALL DRAINAGE EASEMENTS SHOWN HEREON FOR DRAINAGE PURPOSES ONLY.
THE UNDERSIGNED HEREBY FURTHER DEDICATE TO THE PUBLIC UTILITIES THE RIGHT TO INSTALL, MAINTAIN AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES AND APPURTENANCES TO PROVIDE SUCH UTILITY SERVICES WITHIN THIS SUBDIVISION OF PROPERTY CONTIGUOUS THERETO, UNDER, ALONG AND ACROSS PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO, ROADS, STREETS, LANES AND DRIVES AS SHOWN HEREON, AND ALSO UNDER, ALONG AND ACROSS UTILITY EASEMENTS AS SHOWN HEREON.
THE LANDS COMPRISING THIS SUBDIVISION ARE SUBJECT TO CERTAIN COVENANTS WHICH ARE RECORDED IN BOOK _____ AT PAGE _____, OF THE RECORDS OF ARAPAHOE COUNTY, COLORADO.
EXECUTED THIS _____ DAY OF _____, 20____.

OWNER: THE FRANK R. SEEVERS AND PEGGY G. SEEVERS TRUST DATED APRIL 22, 1997-FAMILY TRUST
REPRESENATIVE: KATHE SEEVER

STATE OF COLORADO, }
} SS.
COUNTY OF ARAPAHOE }

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND SEAL.

NOTARY
MY COMMISSION EXPIRES _____.

SPECIFIC NOTES:

STREET LIGHTING:

ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS PLAT, TOGETHER WITH RATES, RULES, AND REGULATIONS THERIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAT ACCORDING TO APPLICABLE RATES, RULES AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSIONS OF THE STATE OF COLORADO.

DRAINAGE:

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF THE TOWN OF FOXFIELD AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AS ADOPTED BY THE TOWN OF FOXFIELD AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF TOWN APPROVAL OF THE DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

PUBLIC USE EASEMENT:

ALL PUBLIC USE EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF THE TOWN OF FOXFIELD AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE PUBLIC USE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S EASEMENT REGULATIONS AND STANDARDS AS ADOPTED BY THE TOWN OF FOXFIELD AND ALL TERMS AND CONDITIONS OF RECORD, IF ANY, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF TOWN APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

UTILITY EASEMENTS:

EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT IN THE SUBDIVISION. IN ADDITION, EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY GRANTED AROUND THE PERIMETER OF TRACTS, PARCELS AND/OR OPEN SPACES AREAS. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAIMTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELCOMMUNICATIONS FACILITIES, UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.

CROSS LOT DRAIANAGE EASEMENT:

THE RESPECTIVE OWNERS OF ALL LOTS WITHIN THIS PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, AGREE TO ACCEPT DRAINAGE (STORMWATER RUNOFF) FROM ALL OTHER LOTS WITHIN THIS PLAT AND ALSO AGREE NOT TO IMPEDE THE FLOW OF THE ACCEPTED RUNOFF.

TITLE CERTIFICATE:

I, _____, AS AUTHORIZED AGENT FOR _____ TITLE COMPANY, AND HAVING THE POWER AND AUTHORITY TO LEGALLY BIND _____ TITLE COMPANY WITH RESPECT TO THE CERTIFICATION MADE HEREIN, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO THE ABOVE-DESCRIBED LAND DEDICATION TO THE TOWN OF FOXFIELD, AND THAT THE PARTY(IES) EXECUTING THE DEDICATION HAVE MERCHANTABLE TITLE TO THE ABOVE-DESCRIBED REAL PROPERTY AND ARE WELL SEIZED OF THE PROPERTY DEDICATED BY THIS PLAT AND HAVE GOOD, SURE, PERFECT, ABSOLUTE AND INDEFEASIBLE ESTATE OF INHERITANCE, IN LAW, IN FEE SIMPLE AND HAVE GOOD RIGHT, FULL POWER AND LAWFUL AUTHORITY TO DEDICATE THE SAME IN MANNER AND FORM AS AFORESAID, AND THAT SAME IS FREE AND CLEAR FROM ALL FORMER AND OTHER GRANTS, BARGAINS, SALES, LIENS, TAXES, ASSESSMENTS, ENCUMBRANCES AND RESTRICTIONS OF WHATEVER KIND OR NATURE EXCEPT THOSE OF RECORD AND ACCEPTABLE TO THE TOWN.

BY _____
AGENT

SURVEYING CERTIFICATE:

I, JOHNNY CALVIN HICKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

JOHNNY CALVIN HICKS LICENSED LAND SURVEYOR
PLS NO. 36570
FOR AND ON BEHALF OF DAVID E. ARCHER SURVEYING & ASSOC., INC.

TOWN APPROVAL:

THIS PLAT IS APPROVED FOR FILING AND THE TOWN HEREBY ACCEPTS THE DEDICATION OF THE PUBLIC WAYS SHOWN HEREON, INCLUDING, BUT NOT LIMITED TO, THE STREETS, ROADS, DRIVES AND LANES FOR PUBLIC USE SUBJECT TO THE PROVISIONS CONTAINED IN THE STREET MAINTENANCE NOTE HEREIN, THE DEDICATION OF PUBLIC LANDS SHOWN HEREON, AND THE DEDICATION OF THE UTILITY EASEMENTS, DRAINAGE EASEMENTS AND RECREATIONAL TRAILS SHOWN HEREON.
SIGNED THIS _____ DAY OF _____, 20____.
TOWN OF FOXFIELD PLANNING COMMISSION

BY _____
CHAIRMAN

AS TO ACCEPTANCE OF DEDICATION OF PUBLIC WAYS AND PUBLIC IMPROVEMENTS
TOWN OF FOXFIELD BOARD OF TRUSTEES:

BY _____
MAYOR

RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT _____.M. ON THE _____ DAY OF _____, 20____, IN BOOK _____, PAGE _____, MAP _____, RECEPTION NUMBER _____.

ARAPAHOE COUNTY CLERK AND RECORDER

BY _____
DEPUTY

REVISIONS			
#	DATE	DESCRIPTION	
1	8-17-20	Add Title Certificate & Signature Blocks	

DRAWN: DMH
CHECKED: KEV
DESIGNED:
FILENAME:

WACO RIDGE SUBDIVISION FILING NO.1 FIRST AMENDMENT

COVER SHEET / SIGNATURE BLOCKS

DAVID E. ARCHER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTING
PO BOX 1928 AURORA, CO 80042
PHONE (303) 988-4462
185 S. SPEER BLVD. DENVER, CO. 80226

JOB NO. 20-0388
SCALE
DATE MAY 11, 2020
SHEETS 2 SHEET 1

Mon Aug 17 13:44:39 2020
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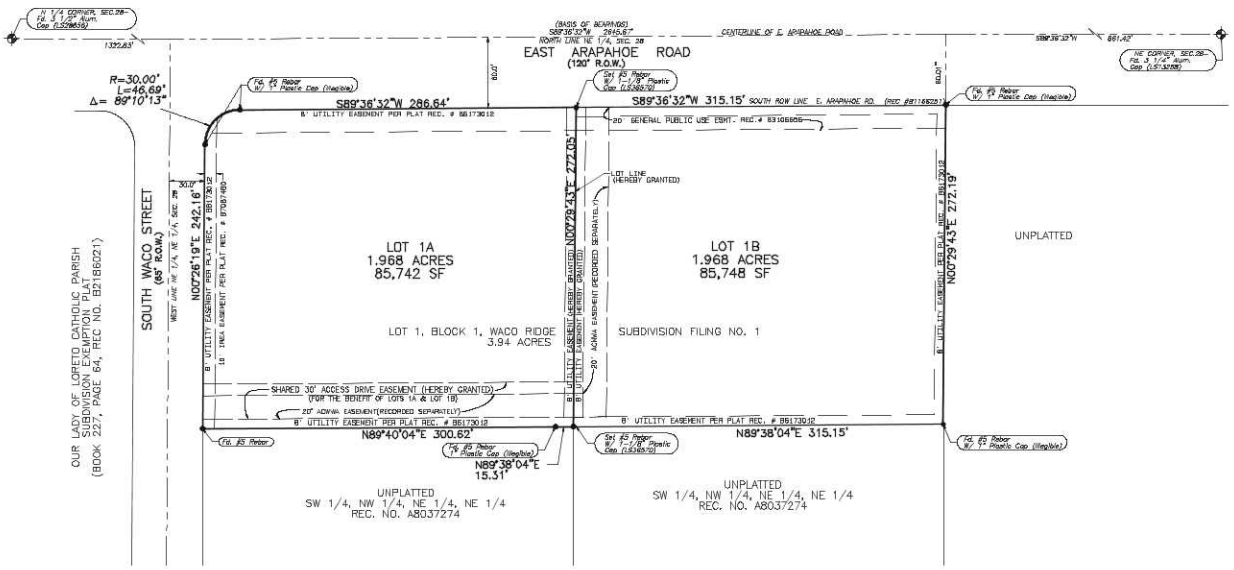
FINAL PLAT

WACO RIDGE SUBDIVISION FILING NO. 1 FIRST AMENDMENT

A REPLAT OF LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1

PART OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO
SHEET 2 OF 2



GRAPHIC SCALE 1"=50'
0 50 100 150

All measurements shown hereon are U.S. Survey Feet.
Conflicting boundary evidence is as shown.

PROPERTY DESCRIPTION
LOT 1, BLOCK 1, WACO RIDGE SUBDIVISION FILING NO. 1
TOWN OF FOXFIELD, ARAPAHOE COUNTY, COLORADO.

BASIS OF BEARINGS
BEARINGS ARE ASSUMED AND BASED ON THE CONSIDERATION THAT THE NORTH LINE OF SECTION 28 BEARS S89°36'32"W AS SHOWN HEREON BETWEEN THE IDENTIFIED MONUMENTS.

NOTE
ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTE.

REVISIONS

No.	Date	Description
1	8-17-20	Add Title Certificate & Form.

DRAWN DMH
CHECKED KEV
DESIGNED
FILENAME

WACO RIDGE SUBDIVISION FILING NO.1 FIRST AMENDMENT

PLAT PLAN

DAVID E. ARCHER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTING
MUNICIPAL ENGINEERING
PHONE (303) 868-4842
135 FOXFIELD BOULEVARD
FOXFIELD, COLORADO 80016

JOB NO. 20-0388
SCALE 1"=50'
DATE MAY 11, 2020
SHEETS 2 SHEET 2

Mon Aug 17 13:46:19 2020
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