Pages SUBDIVISION IMPROVEMENTS AGREEMENT



THIS AGREEMENT, made between Hammers Construction Inc., L.G. Case, Nancy Barber & Jon Starr, hereinafter called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of <u>CLAREMONT</u> <u>BUSINESS PARK 2 FIL. NO. 1</u> subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on Exhibit(s) A attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of <u>Cash</u>.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

- 1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on Exhibit(s) A attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be posted in the form of a check from *First National Bank* in the amount of § 42,718.10.
- 2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the improvements identified on Exhibit A have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.
- 3. No lots in the subdivision shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the subdivision have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the subdivision may be sold, conveyed or transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements, in the attached Exhibit A.

- 4. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibit A shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El PasoCounty and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
- 5. All improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty four) months from the date of notice to proceed in the Construction Permit for the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of collateral to take into account any increase in cost due to the delay including inflation.
- 6. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.
- 7. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. The County agrees to respond to an inspection request in a reasonable time upon receipt of the request. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
- 8. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance

Chapter 5 of the Engineering Criteria Manual and the Land Development Code with respect to these inspections, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.

- 9. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
- 10. The County agrees to approval of the final plat of <u>CLAREMONT BUSINESS PARK 2 FIL. NO.</u>
 1 Subdivision subject to the terms and conditions of this Agreement.
- 11. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
- 12. This Agreement shall take effect on the date of approval of the Final Plat by the Board of County Commissioners.
- 13. The Subdivider(s) agrees for itself and its successors and assigns that Subdivider and/or its said successors and assigns shall be required to pay road impact fees in accordance with the El Paso County Road Impact Fee Program at or prior to the time of building permit submittals.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

By: _______ Craig Dossey, Executive Director Planning and Community Development Department Authorized signatory pursuant to LDC

The foregoing instrument was ac	knowledged before me this day of
, 2021, by	, Executive Director of El Paso County
Planning and Community Development	Department.
Witness my hand and official seal.	
My commission expires:	
	Notary Public
Approved as to form:	
Lori L. Slam	

County Attorney of Office

SUBDIVIDERS:

IN WITNESS WHEREOF, the Parties affix their signatures below.
Executed this 4 day of Shock , 2020, by:
HAMMERS CONSTRUCTION, INC., A COLORADO CORPORATION
By:
Name: SAENAMMELL
Its:
The foregoing instrument was acknowledged before me this _4th _ day of _January, 2029, by, as, as, as
Witness my hand and official seal.
Witness my hand and official seal. My commission expires:march 10,2024
My commission expires: march 10,2024 Many Moore
My commission expires:march 10,2024
My commission expires:march 10,2024

IN WITNESS WHEREOF, the Parties affix their signatures below.

Exe	cuted this 30 day of December, 2020, by:
L.G	Case, A.K.A. Lena Gail Case
Ву:	L. Case a.K.A. Lena Hail Case
Nan	ne: L.G. Case, A.K.A. Lena Gail Case
	foregoing instrument was acknowledged before me this 30 day of December, by L. G. Case, A.K.A. Lena Gail Case.
Witı	ness my hand and official seal.
Му	commission expires: 812412024
	KASANDRA D ERBAUGH Notery Public State of Colorado Notery ID # 20204029452 My Commission Expires 08-24-2024 Notary Public

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this day of, 2020, by:
Nancy Barber Starr and Jon Starr
By: Manay Baras Staw
Name: Nancy Barber Starr
By: Jon Star
Name: Jon Starr
The foregoing instrument was acknowledged before me this 30 day of December , 2020, by Nancy Barber Starr and Jon Starr. Jon Starr Ton Starr
Witness my hand and official seal.
My commission expires: 8/24/2024
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(with pre-plat construction)

Updated: 6/7/2019

	PROJECT INFORMATION	
CLAREMONT BUSINESS PARK 2 FILING NO.1	1/11/2021	SF-20-014
Project Name:	Date	PCD File No.

			T	Unit				•	at Construction)		
Description	Quantity :	Units		Cost :			Total	% Complete	Remaining		
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Permanent Pond/BMP (Outlet Structure) (BMP)	1	EA	Š.	15,500,00	=	\$	15,500.00	95.00% \$	775.0		
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/ehicle Tracking Control		EA	S	2,370.00	=	\$		\$	•		
Six Fence		LF	S	2.50	=	\$:\$	•		
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emporary Mulch		AC	\$	750.00		\$	•	\$	•		
rosion Bales		EA	\$	25.00	=	\$	•	\$	•		
rosion Logs/Straw Waddle		LF	S	5.00		\$	•	\$	*		
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nlet Protection	7	EA	S	167.00	=	\$	1,169.00	100.00%	•		
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	PROJECT INFORMATION	
CLAREMONT BUSINESS PARK 2 FILING NO.1	1/11/2021	SF-20-014
Project Name:	Date	PCD File No.

	<u> </u>	1 40-04-	į	Unit	•		% Complete	re-Plat Construction) Remaining		
rescription	Quantity	Units	<u>i</u> _	Cost			Total	76 Completo	\$	TENNY .
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insert items not listed but part of construction plans)					_	•			•	
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4" Reinforced Concrete Pipe		LF		97.00	-	ž			\$	
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6" Reinforced Concrete Pipe			•		-	•	_		i	
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6" Reinforced Concrete Pipe		LF	. \$	332.00	=	\$	•		*	
2" Reinforced Concrete Pipe		LF	\$	380 00	2	\$	•		5	•
8" Corrugated Steel Pipe		LF	\$	84.00	=	\$	•		\$	
4" Corrugated Steel Pipe		LF	.\$	96.00	=	\$			\$	•
0" Corrugated Steel Pipe		LF	\$	122.00	=	\$	•		\$	•
6" Corrugated Steel Pipe		LF	\$	147.00	=	\$	•		\$	•
2" Corrugated Steel Pipe		LF	\$	168.00	=	\$	•		\$	•
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4" Corrugated Steel Pipe		LF	\$	260 00	3	\$	•	1	\$,
io" Corrugated Steel Pipe		LF	\$	280.00	=	\$	•	l	\$	
66" Corrugated Steel Pipe		LF	8	340.00	=	5	•		\$	
2" Corrugated Steel Pipe		LF	Š	400.00	-	\$	•	I •	Ś	
		LF	Š	460 DO	#	Š	•		\$	
8" Corrugated Steel Pipe		LF	ž	550.00	=	4	•		\$	
i4" Corrugated Steel Pipe lared End Section (FES) RCP Size =	•	u		530.00		•				
init cost = ax pipe unit cost)		EA			=	\$	•	l	,	,
lared End Section (FES) CSP Size =				520.00	=				4	
init cost = 6x pipe anit cost)		EA	\$	320.00	-	*			•	
lared End Section (FES) CSP TSB-N Size						_				
		EA	\$	520.00	=	3	•		•	
unit cost = 6x pare unit cost)		EA			=	¥			\$	
nd Treatment- Headwall		EA			-	7			\$	
nd Treatment- Wingwall					-	•	-			
ind Treatment - Cutoff Wall		EA	_		-	*	•			
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$	5,542,00	=	3	•		*	
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$	7,188.00	=	\$	•		3	
Curb inlet (Type R) L =5', 10' ≤ Depth < 15'		EA	\$	8,345.00	=	\$	•		\$	
Curb Inlet (Type R) L =10', Depth < 5'		EA	\$	7,627.00	=	\$	•		\$	
Curb Intet (Type R) L =10', 5' ≤ Depth < 10'		EA	\$	7,861.00	=	\$	•	'	\$	
curb iniel (Type R) L =10', 10' ≤ Depth < 15'		EA	\$	9,841.00	=	\$	•		\$	
curb iniel (Type R) L =15', Dapth < 5'		EA	\$	9,918 00	2	\$	•		\$	
Curb Inlet (Type R) L =15', 5' ≤ Depth < 10'		EA	\$	10,633.00	=	\$	•		\$	•
Curb Inlet (Type R) L =15', 10' ≤ Depth < 15'		EA	\$	11,627.00	=	\$			\$	
curb Inlet (Type R) L =20', Depth < 5'		EA	\$	10,570.00	=	Š	•		\$	
		EA	\$	11,667.00	#	\$	•		\$	
		EA	Š	4,640,00 .	=	Į.			\$	
Grated Inlet (Type C), Depth < 5'		EA	e	5,731.00	-	•	•		s	
Grated Inlet (Type D), Depth < 5'		EA	\$	11,627.00	=	•	•		š	
Slorm Sewer Manhole, Box Base (Type I)			9		-		-		4	
itorm Sewer Manhole, Slab Base (Type II)		EA	9	6,395.00 6,395.00	=	*	-			
Storm Sewer Manhole, Slab Base (Type II) TSB-N		EA	\$	•		*	•		-	
Beotextile (Erosion Control) TSB-N		SY	\$	6.00	=	\$	•			
eotextile (Erosion Control)		SY	\$	6,00	=	\$	•		•	
tip Rap, d50 size from 6" to 24"		Tons	\$	80.00	×	Ş	•		3	
ip Rap, Grouted		Tons	\$	95.00	=	\$	•		4	
rainage Channel Construction, Size (W x H)		LF			= ,	\$.	.*		\$	
rainage Channel Lining, Concrete		CY	\$	570,00	=	\$	•		\$	
rainage Channel Lining, Rip Rap		CY	\$	112.00	=	\$	•		\$	
rainage Channel Lining, Grass		AC	\$	1,469.00	=	\$	•		\$	
rainage Channel Lining, Other Stabilization					=	\$	•		\$	
8* PP		LF	\$	40.00	=	Ś	•		\$	
		LF	Š	48.00		Š	•		Š	
4" PP 4 " PP TSB-N		LF	Š	48.00		•	•		s	
		ᄕ	2	65.00		*	•		\$	
0°PP		D.	•	35.00	_		-		\$	
insert items not listed but part of construction plans] Segments defect warranty (mancial assurance: A minimum of 20% shall be					-	•	-			
#Effecto defect warranty inancial assurance. A minimum of 20% coast of inclusted and acceptance (MAXIMATE DE BOS, COMPLETE ALLOGED).	••			2 Subtotal			15,320.00		\$ 15,3	320.0

	PROJECT INFORMATION	
CLAREMONT BUSINESS PARK 2 FILING NO.1	1/11/2021	SF-20-014
Project Name:	Date	PCD File No.

			T	Unit				(with Pre-Pla	at Construction)
escription	Quantity	Units	1	Cost		**	Total	% Complete	Remaining
ECTION 3 - COMMON DEVELOPMENT IM	PROVEMENTS (Priv		istric		Maintal	ned b	EPC)**		
DADWAY IMPROVEMENTS									
Aggregate Base Course (135 lbs/cf)	274	CY	\$	50.00		\$	13,700.00	100.00% 5	•
Asphalt Pavement (3" thick)	1,643	SY	\$	14.00		5	23,002.00	45.00% \$	12,651.
Regulatory Sign/Advisory Sign	2	EA	\$	300.00		5	600.00	5	600.
Curb and Gutter, Type A (6" Vertical)	150	LF	\$	30.00		5	4,500.00	100.00% \$	
Curb and Gutter, Type C (Ramp)	651	LF	S	30 00	=	Ś	19,530.00	100,00% \$,
" Sidewalk	143	SY	S	60.00	=	Š	8,580.00	5	8,580
					#	Š		15	
ORM DRAIN IMPROVEMENTS (E)	cception: Permanent Pond	I/BMP shal	t be Ita	mized under Se	ection 11	•	:	1	
lared End Section (FES) CSP Size =	•					_			
nit cos: = 62 pipe unit cos.) 24"	2	EA	\$	520.00		\$	1,040.00	100.00%	
ared End Section (FES) CSP TSB-N Size									
oil cost = 6x n per unit (451) 24 ⁶	1	EA	\$	520.00	=	\$	520.00	100.00%	
				0.040.00		_	20 622 00		
urb Inlet (Type R) L =15', Depth < 5'	7	EA	\$	9,918.00	#	•	39,672.00	100.00%	
rated Inlet (Type C), Depth < 5'	1	EA	\$	4,640.00	=	\$	4,640.00	100.00%	
orm Sewer Manhole, Box Base (Type I)	1	EA	\$	11,627.00	=	ş	11,627.00	100.00%	
orm Sewer Manhole, Slab Base (Type II)	. 1	EA	\$	6,395.00	=	\$	6,395.00	100.00%	
orm Sewer Manhole, Slab Base (Type II) TSB-N	2	EA	\$	6,395.00	=	\$	12,790.00	100.00%	
olextile (Erosion Control)	95	SY	\$	6.00	3	\$	570,00	100.00%	
p Rap, d50 size from 6" to 24"	28	Tons	\$	80,00	=	\$	2,240.00	100.00%	
* PP	47	LF	\$	40.00	=	\$	1,680.00	100.00%	
" PP	478	LF	\$	46.00		\$	22,944.00	100.00%	
PP TSB-N	476	LF	\$	48 00		\$	22,848.00	100.00%	
*PP	40	LF	5	65.00		\$	2,600.00	100.00%	
						\$	• 1	\$	
TER SYSTEM IMPROVEMENTS									
ster Main Pipe (PVC), Size 8"	572	LF	\$	64,00	#	\$	36,608.00	100.00% \$	
ater Main Pipe (Ductile Iron), Size 8"		. LF	\$	75.00		\$		100.00%	
te Valves, 8"	5	EA	\$	1,858.00	-	\$	9,290.00	100.00% \$	
e Hydrant Assembly, w/ all valves		EA	\$	6,597.00	=	\$	13,194.00	100.00%	
ster Service Line Installation, inc. tap and valves	7	EA	\$	1,324.00		\$	9,268.00	100.00% \$	
Fire Line w/ valve	1	EA	\$	1,500.00	-	\$	1,500.00	100.00% \$	
						\$		\$	
sert items not listed but part of construction plans)						\$	• 1	\$	
HTARY SEWER IMPROVEMENTS						·		ľ	
wer Main Pipe (PVC), Size 8"	326	LF	\$	64.00	ä	\$	20,864,00	100.00%	
nitary Sewer Manhole, Depth < 15 feet	2	EA	s	4,386.00	=	\$	8,772,00	100.00% \$	
nitary Service Line Installation, complete	,	EA	Š	1,402.00	=	\$	9,814.00	100.00% \$	
nitary Sewer Lift Station, complete	•	EA	7	2,	=	•	-,		
					_	\$. 1	12	
sert items not listed but part of construction plans)						Š]	12	
DECAPING IMPROVEMENTS	(For subdivision speci	lic candilio	n of so	inrovat or DUID		7	1	*	
CANADA BUR BUR IN THE PROPERTY OF	() or soodivision shad	EA	or ap	Provate or POD	·		. 1	1.	
		EA			=	\$	• 1	13	
					∓	5	• 1	\$	
		EA			*	\$	•	1\$	•
		EA			=	\$	• 1	\$	•
		EA		a lastina altita la	=	\$		[\$	
ection 3 is not out, act to detect marranty requirements		Sec	tion 3	3 Subtotal	.#.	. \$	308,988.00	\$	21,831.1

	PROJECT INFORMATION	
CLAREMONT BUSINESS PARK 2 FILING NO.1	1/11/2021	SF-20-014
Project Name:	Date	PCD File No.

	Unit			(with Pre-Pi	at Construction)	
escription Quantity	 Units	Cost		Total	% Complete	Remaining
AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs)	LS	\$ 750.00		\$ 750.00	\$	750.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)	LS	\$ 750.00	•	\$ 750.00	\$	750.00

Total Construction Financial Assurance \$

(Sum of all section subtotals plus as-builts and pond/BMP certification)

Total Remaining Construction Financial Assurance (with Pre-Plat Construction)

(Sum of all section totals less credit for items complete plus as-builts and pond/BMP cartification)

Total Defect Warranty Financial Assurance

(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)

42.718.10

Approvals

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



Approved by El Paso County Engineer / ECM Administrator

APPROVED

Engineering Department