

TO: BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, STATE OF COLORADO

DATE: December 29, 2020

SUBJECT: Preliminary Release of Subdivision Guaranteed Funds.

NAME OF SUBDIVISION: Creekside at Lorson Ranch Filing No. 1
FILE REFERENCE: SF-19-013

NAME OF DEVELOPER: Eagle Development Company
212 N. Wahsatch Avenue Suite 301
Colorado Springs, Colorado 80903

ISSUING AGENT: Kirkpatrick Bank
102 N. Cascade Avenue Suite 100
Colorado Springs, Colorado 80903

TYPE OF SECURITY: LOC#202015

ORIGINAL AMOUNT: \$952,580.95

RELEASE REQUEST AMT: \$520,214.55

COMMISSIONERS:

Release of subdivision guaranteed funds has been requested as above noted. Work embraced by the request has been inspected, and a release of funds in the amount of \$520,214.55 is hereby recommended. Contingent upon N/A. Supporting data attached hereto.

APPROVED
Engineering Department

12/15/20 11:43:55 PM


EPC Planning & Community
Development Department

Jennifer Irvine, P.E.
County Engineer

Upon approval, please sign as provided below and authorize the release to the proper audit channel.

RELEASE APPROVED IN THE AMOUNT OF: \$ 520,214.55

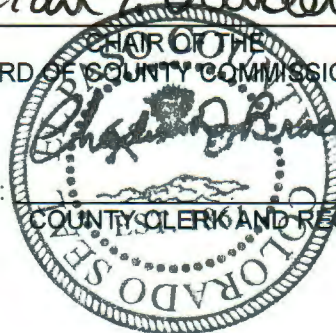
DATE: 1/19/21



CHAIR OF THE
BOARD OF COUNTY COMMISSIONERS

ATTEST: 

COUNTY CLERK AND RECORDER



COPIES: TREASURER 

FINANCE 

DEVELOPMENT SERVICES (2) 

DEVELOPER

Supporting Data for Release of Guaranteed Funds

Subdivision: Creekside at Lorson Ranch filing No. 1 File Number: SF-19-013

Original Amount \$4,220,438.55

Date	Release Type / Reason for Release	Release Amount
01/12/2021	Reduced at time of Final Plat Preliminary	\$3,267,857.60 \$520,214.55

Released to Date \$3,788,072.15

Remaining Balance \$432,366.40

The release of funds does not imply acceptance. The Developer is responsible to provide a warranty period for the public improvements from the date of the BoCC Preliminary Acceptance.



SF 1913

Beneficiary:	Board of County Commissioners El Paso County 200 S. Cascade Ave. Suite 100 Colorado Springs, CO 80903	LETTER OF CREDIT#	<u>202015</u>
		ISSUE DATE:	<u>April 15, 2020</u>
		EXPIRATION:	<u>April 15, 2021</u>
		AMOUNT:	\$952,580.95

Dear Sir/Madam:

At the request of Eagle Development, we hereby establish our Irrevocable Standby Letter of Credit in your favor up to an aggregate amount of Nine Hundred Fifty-Two Thousand, Five Hundred Eighty and 95/100 Dollars (\$952,580.95 USD) for Grading and Erosion Control and Public Improvements. This credit is available for payment against presentation of your draft(s) at Sight drawn on KIRKPATRICK BANK, bearing the clause: "Drawn under Credit No. 202015 of KIRKPATRICK BANK, Colorado Springs, CO, accompanied by the following documents:

Written certification from El Paso County that the account party has failed to complete the Grading and Erosion Control and Public Improvements for Creekside at Lorson Ranch Filing No. 1 in accordance with the requirements of El Paso County. This original Standby Letter of Credit and Amendment(s) thereto, if any, which will be returned to you following our notation thereon of the amount of such draft drawn hereunder. If the amount of the draft is for the full amount of this Standby Letter of Credit, the original Standby Letter of Credit will be retained by us.

In the event of drawing, all documents must be dispatched in one lot by registered mail or courier service directly to KIRKPATRICK BANK, 102 North Cascade Avenue Suite 100, Colorado Springs, CO 80903.

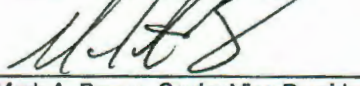
This Standby Letter of Credit expires at the counters of KIRKPATRICK BANK at the close of business on the expiration date.

If you have any questions concerning this transaction, please call us at (719) 866-6316.

We hereby agree with you that draft(s) drawn under and in compliance with the terms of this Standby Letter of Credit will be honored upon presentation to us as specified herein.

THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY LETTERS OF CREDIT (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600, AND AS TO MATTERS NOT GOVERNED BY THE UCP, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

Kirkpatrick Bank
102 N. Cascade Avenue Suite 100
Colorado Springs, CO 80903


Mark A. Benes, Senior Vice President

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between Lorson LLC as nominee for Lorson Conservation Investment I, LLLP, Murray Fountain, LLC and Lorson LLC as nominee for Heidi, LLC, hereinafter together 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 Creekside at Lorson Ranch Filing No. 1 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 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 Irrevocable Letter of Credit.

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 its sole expense, all of those improvements as set forth on Exhibit 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 Irrevocable Letter of Credit from Kirkpatrick Bank in the amount of \$952,580.95.
2. Within one (1) year of recording the final plat of Creekside at Lorson Ranch Filing No. 1, or within thirty (30) days of issuance of the last building permit in the subdivision, whichever occurs first, Subdivider shall provide signal warrant analyses for the intersection of Lorson Boulevard and Marksheffel Road to the El Paso County Planning and Community Development Department (PCD) and Department of Public Works for review. If signal warrants are met, Subdivider shall submit constructions plans for such intersection to PCD for review prior to the approval of any additional development in Lorson Ranch that will add traffic to the intersection. If signal warrants are not met at that time, the signal warrant analyses shall be updated every six (6) months thereafter unless directed otherwise in writing by the County Engineer. Once signal warrants are met, and upon written request from the County Engineer, Subdivider shall provide collateral for the intersection improvements within thirty (30) days, shall obtain approval of the construction plans, and shall commence construction of the intersection improvements within six (6) months.
3. 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.

4. 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.
5. 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 Paso County 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.
6. 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.
7. 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.
8. 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.

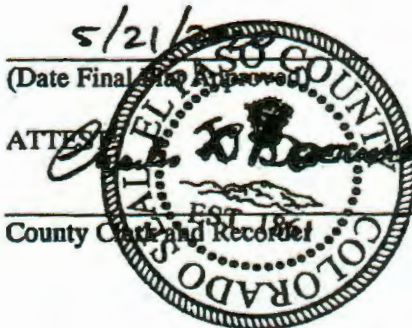
9. The Subdivider agrees, and all parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between 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.
10. The Subdivider 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.
11. The County agrees to approval of the final plat of Creekside at Lorson Ranch Filing No. 1 Subdivision subject to the terms and conditions of this Agreement.
12. 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.
13. This Agreement shall take effect on the date of approval of the Final Plat by the Board of County Commissioners.
14. The Subdivider agrees for itself and its respective successors and assigns that Subdivider and/or 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: Mark Waller
Mark Waller, Chair

Approved as to form:



SUBDIVIDER:

Executed this 4th day of May, 2020, by:

Lorson, LLC as nominee for
Lorson Conservation Investment I, LLC

By: 
Jeff Mark, Manager, Lorson, LLC

Lorson, LLC as nominee for
Murray Fountain, LLC

By: 
Jeff Mark, Manager, Lorson, LLC

Lorson, LLC as nominee for
Heidi, LLC

By: 
Jeff Mark, Manager, Lorson, LLC

Subscribed, sworn to and acknowledged before me this 4th day of May, 2020
by Jeff Mark as Manager of Lorson, LLC.

My commission expires: 3.22.21

SUSAN L GONZALES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044004607
MY COMMISSION EXPIRES MARCH 22, 2021



Notary Public

Exhibit A – Creekside at Lorson Ranch Filing No. 1 Financial Assurance Estimate

PROJECT INFORMATION

4/9/2020

106.045

Project Name: Creekside at Larson Ranch Filing No. 1

Date: September 19, 2019

PCO File No. SF 19-013


Description	Quantity	Units	Unit Cost	Total	(with Pre-Paid Construction)	
					% Complete	Remaining
SEWER DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF				
18" Reinforced Concrete Pipe		LF	\$ 65.00	79,690.00	80.0%	15,938.00
24" Reinforced Concrete Pipe		LF	\$ 78.00	22,308.00	80.0%	4,461.60
30" Reinforced Concrete Pipe		LF	\$ 97.00			
36" Reinforced Concrete Pipe		LF	\$ 120.00			
42" Reinforced Concrete Pipe		LF	\$ 160.00			
48" Reinforced Concrete Pipe		LF	\$ 198.00			
54" Reinforced Concrete Pipe		LF	\$ 248.00	10,780.00	80.0%	2,156.00
60" Reinforced Concrete Pipe		LF	\$ 298.00			
66" Reinforced Concrete Pipe		LF	\$ 332.00			
72" Reinforced Concrete Pipe		LF	\$ 390.00			
18" Corrugated Steel Pipe		LF	\$ 84.00			
24" Corrugated Steel Pipe		LF	\$ 96.00			
30" Corrugated Steel Pipe		LF	\$ 122.00			
36" Corrugated Steel Pipe		LF	\$ 147.00			
42" Corrugated Steel Pipe		LF	\$ 188.00			
48" Corrugated Steel Pipe		LF	\$ 178.00			
54" Corrugated Steel Pipe		LF	\$ 260.00			
60" Corrugated Steel Pipe		LF	\$ 280.00			
66" Corrugated Steel Pipe		LF	\$ 340.00			
72" Corrugated Steel Pipe		LF	\$ 400.00			
78" Corrugated Steel Pipe		LF	\$ 480.00			
84" Corrugated Steel Pipe		LF	\$ 560.00			
Flared End Section (FES) RCP Size = <small>(unit cost = \$8 pipe unit cost)</small>		EA		6,000.00		1,200.00
Flared End Section (FES) CSP Size = <small>(unit cost = \$6 pipe unit cost)</small>		EA				
End Treatment- Headwall		EA				
End Treatment- Wingwall		EA				
End Treatment - Cutoff Wall		EA				
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,642.00			
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,188.00	7,188.00		1,437.60
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 Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 7,881.00	23,583.00	80.0%	4,716.60
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 9,841.00			
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 9,918.00			
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 10,633.00	42,532.00	80.0%	8,506.40
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 11,627.00			
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,670.00			
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 11,667.00			
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,640.00			
Grated Inlet (Type D), Depth < 5'		EA	\$ 6,731.00	5,731.00	80.0%	1,146.20
Storm Sewer Manhole, Box Base		EA	\$ 11,627.00			
Storm Sewer Manhole, Slab Base		EA	\$ 6,366.00	25,580.00	80.0%	5,116.00
Geotextile (Erosion Control)		SY	\$ 8.00			
Rip Rap, #50 size from 6" to 24"		Tons	\$ 80.00	8,000.00		8,000.00
Rip Rap, Grouted		Tons	\$ 95.00			
Drainage Channel Lining, Concrete		LF				
Drainage Channel Lining, Rip Rap		CY	\$ 570.00			
Drainage Channel Lining, Grass		CY	\$ 112.00			
Drainage Channel Lining, Other Stabilization		AC	\$ 1,488.00			

PROJECT INFORMATION		
	4/9/2020	100.045
Project Name: Crestfields at Larson Ranch Piling No. 1	Date: September 19, 2019	PCD File No. SF 19-013

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
		EA	= \$	-		\$ -
		EA	= \$	-		\$ -
		EA	= \$	-		\$ -
- Section 3 is not subject to defect warranty requirements						
Section 3 Subtotal				= \$	2,013,736.00	\$ 35,000.00
AS-BUILT PLANS (Public Improvements Inc. Permanent WQCV BSFs)		LS	\$ 4,000.00	= \$	4,000.00	\$ 4,000.00
POND/BSF CERTIFICATION (inc. elevations and volume calculations)		LS	\$ 2,000.00	= \$	2,000.00	\$ 2,000.00
Total Construction Financial Assurance					\$	4,220,438.55
<small>(Sum of all section subtotals plus as-builts and pond/BSF certification)</small>						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	852,598.99
<small>(Sum of all section totals less credit for items complete plus as-builts and pond/BSF certification)</small>						
Total Defect Warranty Financial Assurance					\$	432,366.40
<small>(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)</small>						

Approvals

I hereby certify that this plan and specifications comply with the code for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.



Engineer (P.E. Seal Required)

[Signature]

Date: 4/13/20

Approved by Owner / Applicant

Approved

By: Elizabeth Nijkamp

Date: 04/13/2020

El Paso County Planning & Community Development

