

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between **Aeroplaza Fountain, LLC and Heidi, LLC.**, Colorado Limited Liability Corporations, 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 the Paint Brush Hills Filing No. 13E 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, the **Paint Brush Hills Filing No. 13E Subdivision, containing 158 single family lots, is the fifth phase of the Paint Brush Hills Filing 13 Development**, as more particularly described on the Master Plat Exhibit set forth on Exhibit B, attached hereto and 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 an 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 his 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 guaranteeing construction and defect warranty of the public and common improvements set forth in Exhibit "A" shall be posted in the form of an irrevocable letter of credit in the amount of \$621,669.80 issued by Kickpatrick Bank. Subdivider has previously posted the amounts of \$ 292,261.00 for early on-site grading and erosion control.

If Subdivider chooses to construct the subdivision in phases, the ECM Administrator may require an increase in the amount of security for an individual phase prior to notice to proceed for that phase, to take into account any increase in cost due to inflation.

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 or, if constructed in phases, in any phase thereof, 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 or the particular phase thereof 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 or, if constructed in phases, in any phase thereof, 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, identified by phase if applicable, 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 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.
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, or Phase of 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 or Subdivision Phase 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 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.
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 Paint Brush Hills Filing No. 13E 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 traffic impact fees in accordance with the El Paso County Road Impact Fee Program, at or prior to the time of building permit submittals. Pursuant to said Resolution, the subdivider has elected to place the Paint Brush Hills Filing No. 13E Subdivision in the El Paso County Public Improvement District No. 2.

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

April 23, 2019  
(Date Final Plat Approved)

By: [Signature]



Aeroplaza Fountain, LLC + Heidi, LLC  
Subdivider

By: [Signature] - JEFF MARK  
Representative (if applicable)

Subscribed, sworn to and acknowledged before me this 24<sup>th</sup> day of September, 2019,  
by the parties above named.

My commission expires: 3-22-21

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

[Signature]  
Notary Public

# 2016 Financial Assurance Estimate Form (with pre-plat construction)

PCD Fil No. SF189

**Project Information**

Paint Brush Hills Filling No. 13E

7/31/2019

Project Name

Date

**Section 1 - Grading and Erosion Control BMPs**

SEE SEPARATE GRADING/EROSION CONTROL  
FAE FOR EARLY GRADING

	Quantity	Units	Price		% Complete	Remaining
Earthwork*		CY @	\$ 5	= \$		\$ -
Permanent Seeding* (inc. noxious weed mgmnt.)		AC @	\$ 582	= \$		\$ -
Mulching*		AC @	\$ 507	= \$		\$ -
Permanent Erosion Control Blanket*		SY @	\$ 6	= \$		\$ -
Temporary Erosion Control Blanket		SY @	\$ 3	= \$		\$ -
Vehicle Tracking Control		EA @	\$ 1,625	= \$		\$ -
Safety Fence		LF @	\$ 3	= \$		\$ -
Silt Fence		LF @	\$ 4	= \$		\$ -
Temporary Seeding		AC @	\$ 485	= \$		\$ -
Temporary Mulch		AC @	\$ 507	= \$		\$ -
Erosion Bales		EA @	\$ 21	= \$		\$ -
Erosion Logs		LF @	\$ 6	= \$		\$ -
Rock Ditch Checks		EA @	\$	= \$		\$ -
Inlet Protection		EA @	\$ 153	= \$		\$ -
Sediment Basin		EA @	\$ 1,625	= \$		\$ -
Concrete Washout Basin		EA @	\$ 776	= \$		\$ -
				= \$		\$ -
* Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to preliminary acceptance process.						
<b>Section 1 Subtotal</b>				<b>\$</b>		<b>\$ -</b>

**Section 2 - Public Improvements\*\***

**- Roadway Improvements**

	Quantity	Units	Price		% Complete	Remaining
Construction Traffic Control (Along Londonderry)	1.00	LS @	\$ 2,000	= \$ 2,000.00	80.00	\$ 400.00
Aggregate Base Course	17,000.00	Tons @	\$ 18	= \$ 306,000.00	80.00	\$ 61,200.00
Asphalt Pavement	10,500.00	Tons @	\$ 65	= \$ 682,500.00	80.00	\$ 136,500.00
Raised Median, Paved		SF @	\$ 7	= \$		\$ -
Electrical Conduit, Size =		LF @	\$ 14	= \$		\$ -
Traffic Signal, complete intersection		EA @	\$ 250,000	= \$		\$ -
Regulatory Sign	13.00	EA @	\$ 100	= \$ 1,300.00		\$ 1,300.00
Advisory Sign	3.00	EA @	\$ 100	= \$ 300.00		\$ 300.00
Guide/Street Name Sign	13.00	EA @	\$ 300	= \$ 3,900.00		\$ 3,900.00
Epoxy Pavement Marking		SF @	\$ 12	= \$		\$ -
Thermoplastic Pavement Marking		SF @	\$ 22	= \$		\$ -
Barricade - Type 3		EA @	\$ 115	= \$		\$ -
Delineator (Type I)		EA @	\$ 21	= \$		\$ -
Curb and Gutter, Type C (Ramp)	14,900.00	LF @	\$ 21	= \$ 312,900.00	80.00	\$ 62,580.00
Curb and Gutter, Type A (6" Vertical)	1,400.00	LF @	\$ 16	= \$ 22,400.00	80.00	\$ 4,480.00
Curb and Gutter, Type B (Median)		LF @	\$ 13	= \$		\$ -
Pedestrian Ramp	350.00	SY @	\$ 108	= \$ 37,800.00		\$ 37,800.00
Cross Pan	500.00	SY @	\$ 53	= \$ 26,500.00	80.00	\$ 5,300.00
Curb Chase		EA @	\$ 1,300	= \$		\$ -

Guardrail Type 3 (W-Beam)		LF	@	\$	\$18	=	\$		\$	-
Guardrail Type 7 (Concrete)		LF	@	\$	\$67	=	\$		\$	-
Guardrail End Anchorage		EA	@	\$	\$1,978	=	\$		\$	-
Guardrail Impact Attenuator		EA	@	\$	\$3,564	=	\$		\$	-
Sound Barrier Fence		LF	@	\$	\$100	=	\$		\$	-
Concrete Sidewalk	5,600.00	SY	@	\$	\$38	=	\$	212,800.00	\$	212,800.00

**Storm Drain Improvements**

Concrete Box Culvert (M Standard), Size ( W x H )		LF	@	\$		=	\$		\$	-
Reinforced Concrete Pipe (RCP)	Size	LF	@	\$		=	\$		\$	-
18" Reinforced Concrete Pipe	6.00	LF	@	\$	\$69	=	\$	414.00	80.00	\$ 82.80
24" Reinforced Concrete Pipe	890.00	LF	@	\$	\$84	=	\$	74,760.00	80.00	\$ 14,952.00
30" Reinforced Concrete Pipe	700.00	LF	@	\$	\$94	=	\$	65,800.00	80.00	\$ 13,160.00
36" Reinforced Concrete Pipe	1,130.00	LF	@	\$	\$124	=	\$	140,120.00	80.00	\$ 28,024.00
42" Reinforced Concrete Pipe		LF	@	\$	\$134	=	\$			\$ -
48" Reinforced Concrete Pipe		LF	@	\$	\$178	=	\$			\$ -
54" Reinforced Concrete Pipe		LF	@	\$	\$182	=	\$			\$ -
60" Reinforced Concrete Pipe		LF	@	\$	\$216	=	\$			\$ -
66" Reinforced Concrete Pipe		LF	@	\$	\$263	=	\$			\$ -
72" Reinforced Concrete Pipe		LF	@	\$	\$283	=	\$			\$ -
Corrugated Steel Pipe (CSP)	Size	LF	@	\$		=	\$		\$	-
18" Corrugated Steel Pipe		LF	@	\$	\$66	=	\$			\$ -
24" Corrugated Steel Pipe		LF	@	\$	\$96	=	\$			\$ -
30" Corrugated Steel Pipe		LF	@	\$	\$101	=	\$			\$ -
36" Corrugated Steel Pipe		LF	@	\$	\$136	=	\$			\$ -
42" Corrugated Steel Pipe		LF	@	\$	\$147	=	\$			\$ -
48" Corrugated Steel Pipe		LF	@	\$	\$169	=	\$			\$ -
54" Corrugated Steel Pipe		LF	@	\$	\$193	=	\$			\$ -
60" Corrugated Steel Pipe		LF	@	\$	\$227	=	\$			\$ -
66" Corrugated Steel Pipe		LF	@	\$	\$278	=	\$			\$ -
72" Corrugated Steel Pipe		LF	@	\$	\$330	=	\$			\$ -
78" Corrugated Steel Pipe		LF	@	\$	\$381	=	\$			\$ -
84" Corrugated Steel Pipe		LF	@	\$	\$432	=	\$			\$ -
Flared End Section (FES) 24" RCP	± 1.00	EA	@	\$	600	=	\$	600.00	80.00	\$ 120.00
Flared End Section (FES) 36" RCP	± 1.00	EA	@	\$	850	=	\$	850.00	80.00	\$ 170.00
End Treatment- Headwall	2.00	EA	@	\$	4,000	=	\$	8,000.00	80.00	\$ 1,600.00
End Treatment- Wingwall		EA	@	\$		=	\$			\$ -
End Treatment - Cutoff Wall		EA	@	\$		=	\$			\$ -
Curb Inlet (Type R) L=5', Depth < 5 feet		EA	@	\$	\$3,791	=	\$			\$ -
Curb Inlet (Type R) L=5', 5'-10' Depth	3.00	EA	@	\$	\$5,300	=	\$	15,900.00	80.00	\$ 3,180.00
Curb Inlet (Type R) L=6', 5'-10' Depth		EA	@	\$	\$6,000	=	\$			\$ -
Curb Inlet (Type R) L=8', 5'-10' Depth		EA	@	\$	\$7,000	=	\$			\$ -
Curb Inlet (Type R) L=10', 5'-10' Depth	5.00	EA	@	\$	\$7,500	=	\$	37,500.00	80.00	\$ 7,500.00
Curb Inlet (Type R) L=12', 5'-10' Depth		EA	@	\$	\$8,300	=	\$			\$ -
Curb Inlet (Type R) L=15', Depth < 5 feet	3.00	EA	@	\$	\$7,923	=	\$	23,769.00	80.00	\$ 4,753.80

Curb Inlet (Type R) L =15' , 5'-10' Depth		EA	@	\$	\$8,000	=	\$		\$	-	
Curb Inlet (Type R) L =15' , 10'-15' Depth		EA	@	\$	\$8,500	=	\$		\$	-	
Curb Inlet (Type R) L =20' , Depth < 5 feet		EA	@	\$	\$6,000	=	\$		\$	-	
Curb Inlet (Type R) L =20' , 5'-10' Depth		EA	@	\$	\$8,830	=	\$		\$	-	
Curb Inlet (Type R) L =____' , ____' - ____' Depth		EA	@	\$		=	\$		\$	-	
Curb Inlet (Type R) L =____' , ____' - ____' Depth		EA	@	\$		=	\$		\$	-	
Grated Inlet (Type C), < 5' deep		EA	@	\$	\$3,270	=	\$		\$	-	
Grated Inlet (Type D), < 5' deep		EA	@	\$	\$3,908	=	\$		\$	-	
Storm Sewer Manhole, Box Base, Depth < 15 feet	6.00	EA	@	\$	\$8,592	=	\$	51,552.00	80.00	\$	10,310.40
Storm Sewer Manhole, Slab Base, Depth < 15 feet	6.00	EA	@	\$	\$4,575	=	\$	27,450.00	80.00	\$	5,490.00
Geotextile (Erosion Control)		SY	@	\$	\$5	=	\$			\$	-
Rip Rap, d50 Size from 6" to 24"	33.00	CY	@	\$	\$98	=	\$	3,234.00	80.00	\$	646.80
Rip Rap, Grouted		CY	@	\$	\$215	=	\$			\$	-
Drainage Channel Construction, Size ( W x H )		LF	@	\$		=	\$			\$	-
Channel Lining, Concrete		CY	@	\$	\$450	=	\$			\$	-
Channel Lining, Rip Rap		CY	@	\$	\$98	=	\$			\$	-
Channel Lining, Grass		AC	@	\$	\$1,287	=	\$			\$	-
Channel Lining, Other Stabilization	200.00	SY	@	\$	\$3	=	\$	600.00	80.00	\$	120.00
Detention Outlet Structure		EA	@	\$		=	\$			\$	-
Detention Emergency Spillway		EA	@	\$		=	\$			\$	-
Permanent Water Quality Facility (Describe)		EA	@	\$		=	\$			\$	-

\* Subject to defect warranty financial assurance. DO NOT ENTER MORE THAN 80% COMPLETE. A minimum of 20% to be retained up to preliminary acceptance process. † For flared end sections, multiply pipe LF cost by 6

= 2,058,949.00 616,669.80 \*\*

Section 2 Subtotal \$

**Section 3 - Common Development Improvements (Private or District)\*\*\***

	Quantity	Units	Price		% Complete	Remaining
<b>- Roadway Improvements</b>						
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$	\$ -
		@	\$	=	\$	\$ -
		@	\$	=	\$	\$ -
		@	\$	=	\$	\$ -
		@	\$	=	\$	\$ -
<b>- Storm Drain Improvements</b>						
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)		@	\$	=	\$	\$ -
		@	\$	=	\$	\$ -
		@	\$	=	\$	\$ -
<b>Detention Facility Construction (Pond D)</b>	6,000.00	CY	@	\$	\$4	= \$ 24,000.00 100.00 \$ -
Detention Outlet Structure	1.00	EA	@	\$	12,000	= \$ 12,000.00 100.00 \$ -
Detention Emergency Spillway	1.00	EA	@	\$	5,000	= \$ 5,000.00 80.00 \$ 1,000.00
Rip Rap, d50 Size from 6" to 24"	152.00	CY	@	\$	\$98	= \$ 14,896.00 100.00 \$ -
Concrete Forebays	2.00	EA	@	\$	\$7,500	= \$ 15,000.00 100.00 \$ -
Concrete trickle channel / micropool	1.00	EA	@	\$	\$15,000	= \$ 15,000.00 100.00 \$ -
<b>- Landscaping (If Applicable)</b>						
(List landscaping line items and cost - usually only in case of subdivision specific condition of approval, or PUD)		EA	@	\$		= \$ -
		EA	@	\$		= \$ -
		EA	@	\$		= \$ -
		EA	@	\$		= \$ -
		EA	@	\$		= \$ -

\*\*\*items in this section are not subject to defect warranty financial assurance

Section 3 Subtotal = \$ 85,896.00

1,000.00

**Financial Assurance Totals**

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS)  
( Inc. survey to verify detention pond volumes.)

**Total Construction Financial Assurance** \$ \$4,000  
(Sum of all section subtotals)

**Total Remaining Construction Financial Assurance** 621,669.80  
(Sum of all section totals less credit for items complete)

**Total Defect Warranty Financial Assurance** \$411,769.80  
(20% of all items identified as public improvements(\*). To be collateralized at time of preliminary acceptance)

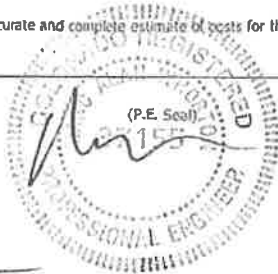
**Approvals**

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

Engineer

Date

8/1/19



Approved by Owner / Applicant

Date

8/1/19

for  Approved by El Paso County Engineer / ECM Administrator

Date

9/23/19